

**Tanner and Associates, P.C.**  
**6300 Ridglea Place, Suite 407**  
**Fort Worth, Texas 76116-5706**  
**817.377.8833**  
**817.377.1136 (fax)**  
**www.rod-tanner-law.com**

**Rod Tanner †\***

\* Board Certified Labor and Employment Law  
Texas Board of Legal Specialization

† Fellow, The College of Labor and Employment Lawyers

September 26, 2016

Mr. Michael Speer  
District Director  
Oklahoma City District Office  
U.S. Department of Labor  
Wage and Hour Division  
215 Dean A. McGee Avenue, Room 318  
Oklahoma City, Oklahoma 73102

UPS Next Day Delivery

Re: Service Contract Act Complaint/International Association of Machinists and Aerospace Workers and Alutiiq Commercial Enterprises, LLC and Satellite Services, Inc.

Dear Mr. Speer:

This firm represents International Association of Machinists and Aerospace Workers, AFL-CIO. In accordance with 41 USC §§ 6507, 6707 and 29 CFR § 4.191, this complaint is submitted to address ongoing violations of the McNamara-O'Hara Service Contract Act of 1965, as amended (*SCA*), 41 USC §§ 6701-07 (formerly codified as 41 USC §§ 351-58), and the U.S. Department of Labor's corresponding regulations, by Alutiiq Commercial Enterprises, LLC and Satellite Services, Inc. in their performance of the U.S. Air Force's Civil Engineering Operations Contract No. FA8101-16-C-0006 performed at Tinker Air Force Base in Oklahoma City, Oklahoma.

### **Parties**

#### **Complainant**

International Association of Machinists and Aerospace Workers, AFL-CIO  
9000 Machinists Place  
Upper Marlboro, Maryland 20772-2687

All communications to complainant should be directed to the attorney below.

Mr. Michael Speer  
September 26, 2016  
Page 2

Rod Tanner  
Matt Pierce  
Tanner and Associates, PC  
6300 Ridglea Place, Suite 407  
Fort Worth, Texas 76116-5706  
817.377.8833 (phone)  
817.377.1136 (fax)  
rtanner@rodtannerlaw.com

## Respondents

Alutiiq Commercial Enterprises, LLC  
3909 Artic Blvd, Suite 400  
Anchorage, Alaska 99503

Satellite Services, Inc.  
309 South Front Street  
Marquette, Michigan 49855

All communications to respondents should be directed to the attorney below.

Dion Y. Kohler  
Jackson Lewis P.C.  
1155 Peachtree Street, NE  
Suite 1000  
Atlanta, Georgia 30309-3600  
404.586.1843 (phone)  
404.525.1173 (fax)  
kohlerd@jacksonlewis.com

## Summary of Complaint

Complainant, International Association of Machinists and Aerospace Workers (*IAM*), and its affiliate Local Lodge 850 (*Local 850*) are labor organizations that represent a unit of service employees of Alutiiq Commercial Enterprises, LCC (*Alutiiq*) and Satellite Services, Inc. (*SSI*) at Tinker Air Force Base (*AFB*), located geographically in Oklahoma City, Oklahoma. IAM submits this complaint on behalf of both labor organizations and all unit employees.

Alutiiq has entered into a Civil Engineering Operations Contract with the U.S. Air Force (*USAF*) at Tinker AFB, designated as Contract No. FA8101-16-C-0006. Under this service contract, Alutiiq, along with its subcontractor SSI (referred to collectively as *Employer*), provides to the USAF substantially the same services at the same locality as were previously furnished under Contract No. FA8101-08-D-0006 by predecessor contractor Tinker Support Services, JV, and its subcontractors.

Accordingly, USAF's Contract No. FA8101-16-C-0006 is a follow-on service contract, and Alutiiq and SSI are successor employers under the SCA. Section 4(c) of the Act establishes that no

contractor or subcontractor under a contract, which succeeds a contract subject to this Act and under which substantially the same services are furnished, shall pay any service employee under such contract less than the wages and fringe benefits, including accrued wages and fringe benefits, and any prospective increases in wages and fringe benefits provided for in a collective-bargaining agreement as a result of arm's-length negotiations, to which such service employees would have been entitled if they were employed under the predecessor contract . . .

29 CFR § 4.163(a). The pertinent regulations also provide:

Section 4(c) is self-executing. Under section 4(c), a successor contractor in the same locality as the predecessor contractor is statutorily obligated to pay no less than the wage rates and fringe benefits which were contained in the predecessor contractor's collective bargaining agreement. This is a direct statutory obligation and requirement placed on the successor contractor by section 4(c) and is not contingent or dependent upon the issuance or incorporation in the contract of a wage determination based on the predecessor contractor's collective bargaining agreement.

29 CFR § 4.163(b).

The Union previously negotiated a collective bargaining agreement with the predecessor employers that provided services to the USAF under the previous Tinker AFB service contract. Those predecessor employers included Tinker Support Systems, JV (TSS),<sup>1</sup> Dunamis Power Systems, and Advancia Corporation. The labor agreement with those companies was in full force and effect when the Employer commenced performance under the current Tinker AFB service contract on August 1, 2016. The predecessor CBA established wages and fringe benefits, among other provisions, for all bargaining unit employees. Therefore, under Section 4(c) of the Act, when the Employer began furnishing services to the USAF pursuant to Contract No. FA8101-16-C-0006, it was obligated to pay no less than the wage rates and fringe benefits that were contained in the applicable predecessor CBA for at least one year.

However, after the Employer was awarded the contract and entered into negotiations for a bridge agreement with the Union, the Employer failed to honor its obligation as a successor contractor. Alutiiq and SSI each proposed new medical insurance plans that would cost employees substantially more than the insurance plan under the predecessor labor contract, thereby making these fringe benefits less valuable to unit employees. The Employer refused to provide medical insurance equal to the insurance under the predecessor CBA, and as of August

---

<sup>1</sup> Tinker Support Systems, JV was a joint venture between Alutiiq and Chugach Government Solutions, LLC.

1, 2016, when the Employer took over the contract, all unit employees lost their medical insurance coverage.

Additionally, the Employer has refused to agree to make any payments on behalf of covered service employees into the defined-benefit IAM National Pension Fund, which was a negotiated fringe benefit provided to employees under the predecessor CBA. Instead, the Employer has offered only to make contributions into a 401(k) retirement plan. Contributions into a defined contribution plan would be substantially less valuable to unit employees than the bargained-for contributions into the IAM National Pension Fund were. In substantial part because of the Employer's refusal to comply with its statutory obligations under the Act, the bargaining unit employees rejected the Employer's deficient proposed bridge agreement and went on strike effective August 1, 2016.

Alutiiq and SSI's unlawful practices have adversely affected many service employees by eliminating entirely their medical insurance coverage and pension contributions. Unit employees have been forced to strike for nearly two months because the Employer has systematically violated its statutory obligations under the SCA. By this complaint, the Union requests that the Department of Labor determine that the Tinker AFB contract is a follow-on contract; that Alutiiq and SSI are successor employers; and thus that the Employer is obligated to pay at least the wage and fringe benefit rates, including medical insurance and pension contributions, provided under the most recent predecessor CBA. The Union further requests a make whole remedy for all employees who were, and continue to be, adversely affected by the Employer's unlawful conduct.

## **Analysis and Discussion**

### **I. Predecessor Service Contract and Collective Bargaining Agreement**

Tinker Air Force Base is a major U.S. Air Force base located in Oklahoma City, Oklahoma. The base was activated in 1941. It was originally known as the Midwest Air Depot and was renamed Tinker AFB on January 13, 1948. It is now home to Air Force, Navy and Department of Defense units with national defense missions. Tinker's primary mission is to manage, store, and maintain components, end items, and major weapon systems assigned to the Oklahoma City Air Force Sustainment Center.

The IAM has represented service employees working under federal service contracts at Tinker AFB since 2000. Those unit employees were consistently covered by a CBA from 2000 until August 1, 2016. In 2008, the USAF awarded the predecessor civil engineering operations service contract at Tinker AFB, designated as Contract No. FA8101-08-D-0006, to TSS. That contract was made by the federal government, involved an amount exceeding \$2,500, and had the principal purpose of furnishing services in the United States through the use of service employees. Accordingly, it was subject to and governed by the provisions of the SCA. *See* 41 USC § 6702(a).



On August 26, 2013, the IAM and its affiliated Local Lodge 850 entered into their most recent collective bargaining agreement with TSS and two signatory subcontractors, Dunamis Power Systems and Advancia Corporation.<sup>2</sup> The bargaining unit included:

all employees of Tinker Support Services, JV., and Dunamis Power Systems and Advancia Corporation, in the bargaining units described in the certifications issued by the National Labor Relations Board:

- Case 17-RC-12005 (Job Site: Tinker AFB, Oklahoma) and
- Case 17-RC-12045 (Job Site: Tinker AFB, Oklahoma) and
- Case 17-RC-12246 (Job Site: Tinker AFB, Oklahoma) and
- Case 17-RC-12372 (Job Site: Tinker AFB, Oklahoma) and
- Case 17-RC-12415 (Job Site: Tinker AFB, Oklahoma)

There are approximately 242 employees in the unit.

The CBA provided that it would be in effect from August 26, 2013 through August 21, 2016. Ex. 1 p. 35. It established various terms and conditions of employment for all unit employees, including wages and fringe benefits such as health insurance plans and contributions on behalf of employees into the IAM National Pension Fund. Finally, the contract provided:

The provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment of the Company or any or all of its property, or affected or changed in any respect by any change in the legal status, ownership or management of the Company. It is the intent of this Agreement to promote industrial peace and harmony, to ensure continuity of employment and representation, to maintain the current and prospective level of wages, benefits and working conditions derived through good faith collective bargaining regardless of the identity of the employer organization having jurisdiction over the work of this bargaining unit.

Ex. 1 pp. 27-28.

## **II. Alutiiq and SSI Replaced TSS as Contractor in the Tinker AFB Civil Engineering Services Contract**

On July 8, 2015, the USAF released its Request for Proposals (*RFP*) for the successor Civil Engineering Services Contract at Tinker AFB, designated as Solicitation Number FA8101-

---

<sup>2</sup> A copy of the CBA between the IAM and TSS, Dunamis Power Systems and Advancia Corporation is enclosed here as Exhibit 1.

15-R-0007. The Performance Work Statement (*PWS*)<sup>3</sup> for the contract solicitation generally describes the services provided under this contract act follows:

The Contractor shall provide all personnel, equipment, tools, material, vehicles and fuel, supervision, and services necessary to perform Operations Management for base civil engineer tasks and functions as defined in this PWS . . . Services are provided at TAFB and off-base locations supported by TAFB. The Contractor shall perform to the standards stated in this PWS. The locations and estimated quantities of work are listed in Section 4. Contractor shall provide managerial oversight, direction, and coordination for all functions and requirements identified in this PWS to ensure effective, efficient, and economical operation of all activities. Work includes a broad range of services. . . .

This Tinker AFB service contract was made by the federal government, involves an amount exceeding \$2,500, and has the principal purpose of furnishing services in the United States through the use of service employees. Accordingly, it is subject to and governed by the provisions of the SCA. *See* 41 USC § 6702(a).

Contract No. FA8101-16-C-0006 replaced Contract No. FA8101-08-D-0006, which was previously performed at Tinker AFB by TSS, Dunamis Power Systems, and Advancia Corporation. The work covered by the new service contract is identical to the work previously performed under Contract No. FA8101-08-D-0006, and it is performed in the same locality. Thus, in accordance with applicable SCA regulations, the RFP for the new Tinker AFB service contract included as an attachment the CBA between the IAM and TSS.<sup>4</sup> All prospective contractors, including Alutiiq and SSI, were aware that the wage and fringe benefit provisions of that CBA must be provided by any successor contractor.

On May 31, 2016, the USAF awarded Alutiiq the Civil Engineering Services Contract at Tinker AFB. The contract awarded to Alutiiq included a base year, three one-year options, and an additional 10-month option period. Alutiiq and its subcontractor, SSI, were expected to begin furnishing services under this contract on August 1, 2016.

### **III. The Employer Refused to Pay at Least the Fringe Benefit Rates Provided Under the Predecessor CBA**

Shortly after the USAF awarded the Tinker AFB service contract to the Employer, the Employer met with IAM representatives at Local 850's offices and agreed to enter into negotiations for a bridge agreement with the Union. On July 15, 2016, the Employer opened these negotiations by sending a proposed Bridge Agreement to IAM's representatives.<sup>5</sup> In that

---

<sup>3</sup> An excerpted copy of the PWS for the Tinker AFB service contract is enclosed as Exhibit 2.

<sup>4</sup> A copy of the full solicitation and its attachments, including the CBA between the IAM and TSS, is available online at the General Services Administration's Federal Business Opportunities website, at [https://www.fbo.gov/index?s=opportunity&mode=form&tab=core&id=fa158c0e21fba81f134f22010bbf9b91&\\_cvview=0](https://www.fbo.gov/index?s=opportunity&mode=form&tab=core&id=fa158c0e21fba81f134f22010bbf9b91&_cvview=0) (last accessed Sept. 22, 2016).

<sup>5</sup> A copy of the Employer's proposed Bridge Agreement is enclosed here as Exhibit 3.

draft proposal, the Employer states that it agrees to assume and be bound by all the provisions in the predecessor CBA between the IAM and TSS, including wages, hours, and conditions of employment, except as specifically set out in the bridge agreement. Ex. 3 p. 1. The proposed bridge agreement was meant to apply the CBA's terms through August 26, 2013, to give the parties the opportunity to fully negotiate a new contract. *Id.*

However, in that proposed bridge agreement, the Employer disavowed its obligation to contribute to the IAM National Pension Fund on behalf of unit employees. *Id.* p. 3. It also attempted to change the medical insurance plans away from what the employees received under the predecessor CBA. *Id.* pp. 2-3. Alutiiq provided the Union's representatives with additional documents summarizing the costs and benefits under its proposed health plan.<sup>6</sup>

The Employer later provided information reflecting the separate proposed medical plan that would apply to the unit employees employed by subcontractor SSI.<sup>7</sup> SSI has never engaged an independent representative in this matter. Instead, Alutiiq's attorney has represented both companies throughout the labor negotiations.

The insurance coverage under the proposed plans is substantially more expensive for employees, and the coverage provided is vastly inferior to the insurance plans established under the predecessor CBA. Specifically, both of the new proposed plans include substantially higher annual deductibles, higher maximum out-of-pocket expenses for employees, higher co-pays and higher prescription drug costs.

The table below compares the insurance benefits employees received under the predecessor CBA<sup>8</sup> with the benefits they would receive under Alutiiq's and SSI's proposed plans.

---

<sup>6</sup> A copy of the *Summary of Benefits and Coverage* for Alutiiq's proposed Lower 48 PPO health plan is enclosed here as Exhibit 4.

<sup>7</sup> A copy of the *Summary of Benefits and Coverage* for SSI's proposed Choice Plus health plan is enclosed here as Exhibit 5.

<sup>8</sup> Under the predecessor CBA, employees could choose between a Base Plan and a Buy-Up Plan, depending on their personal health care needs. The Summary of Benefits for the Base Plan is enclosed here as Exhibit 6, and the Summary of Benefits for the Buy-Up Plan is enclosed as Exhibit 7.

	<b>Predecessor CBA: Base Plan (In-Network) (Exhibits 1, 6)</b>	<b>Predecessor CBA: Buy-Up Plan (In-Network) (Exhibits 1, 7)</b>	<b>Alutiiq's Lower 48 PPO Plan (In-Network) (Exhibit 4)</b>	<b>SSI's Choice Plus Plan (In-Network) (Exhibit 5)</b>
Annual Deductible	\$0 / \$0	\$0 / \$0	\$500 / \$1,500	\$1,500 / \$3,000
Out of Pocket Maximum	\$1,000 / \$2,000	\$650 / \$1,300	\$5,000 / \$10,000	\$4,000 / \$8,000
Office Visit	\$20	\$15	\$30	\$25
Specialist Visit	\$20	\$15	\$60	\$50
Inpatient Hospital	\$200	\$0	30%	20%
Outpatient Services	\$50	\$50	30%	20%
Radiology/Pathology	\$0	\$0	30%	20%
Emergency Room	\$25	\$25	\$300 + 30%	\$250
Urgent Care Facility	\$20	\$15	\$50	\$75
Ambulance	20%	20%	30%	20%
Durable Medical Equipment	30%	30%	30%	20%
Chiropractic Care	\$20	30%	\$60	\$25
<i>Prescription Drugs/30 Day Supply</i>				
Generic	\$5	\$5	\$10	\$15
Preferred	\$20	\$20	\$50	\$45
Non-Preferred	\$20	\$20	\$100	\$85
Specialty Drugs	\$20	\$20	\$100	\$85
<i>Prescription Drugs/30 Day Supply</i>				
Mail-order Generic	\$7	\$7	\$20	\$45
Mail-order Preferred	\$30	\$30	\$100	\$135
Mail-order Non- Preferred	\$30	\$30	\$200	\$250

Notably, as shown in this table, the out-of-pocket maximum for unit employees (that is, the maximum amount of money an employee could be required to pay for insurance coverage during a one-year coverage period) under Alutiiq's proposed plan is substantially higher than the maximum under the predecessor CBA: compared to the predecessor Base Plan, \$4,000 more for an individual and \$8,000 more for a family; compared to the predecessor Buy-Up Plan, \$4,350 more for an individual and \$8,700 more for a family. For SSI employees, the difference

compared to the predecessor Base Plan is \$3,000 more for an individual and \$6,000 more for a family; compared to the predecessor Buy-Up Plan, it is \$3,350 more for an individual and \$6,700 more for a family. Moreover, the Employer has not expressly agreed to credit any payments that employees had made previously toward their annual deductible under the predecessor plans. If those past payments are not credited, the employees' medical costs for the year will be substantially increased.

The Union proposed its own plan offered through the National IAM Benefits Trust, titled H001, which would come much closer to providing the same benefits to unit employees at the same costs as the predecessor insurance plan. The Employer rejected that proposal and insisted on the two substantially inferior plans that it had proposed.

The Employer has still not proposed any insurance plan that would provide benefits at the same or higher levels than those provided under the predecessor CBA. Accordingly, on July 30, 2016, unit employees voted to reject the Employer's proposed bridge agreement in its current state, which included the Alutiiq and SSI plan benefits described in the above table. On August 1, 2016, all unit employees lost all employer-sponsored medical insurance coverage. The unit employees have been without any coverage since that time.

#### **IV. The Employer Is Engaged in a Continuing Violation of the Service Contract Act**

The SCA was enacted in 1965 for the purpose of protecting prevailing labor standards by preserving the wages and benefits of service employees working for contractors or subcontractors under contracts entered into for the purpose of furnishing services to the United States. 41 USC § 6703 requires any covered contracts or bid specifications to

contain a provision specifying the minimum wage to be paid for each class of service employee . . . in accordance with prevailing rates in the locality, or, where a collective-bargaining agreement covers the service employees, in accordance with the rates provided for in the agreement, including prospective wage increases provided for in the agreement as a result of arm's length negotiations.

The same contract provision is required regarding fringe benefits. And there is no doubt that both medical insurance coverage and pension contributions are fringe benefits under the Act. The Act expressly states that "fringe benefits shall include medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing." 41 USC § 6703(2); *see also* 29 CFR §§ 4.53, 4.162.

These wages and benefits retain their protection when a new service contract replaces a previous contract that covered substantially the same services in the same locality. Section 4(c) of the SCA, now codified at 41 USC § 6707(c), provides in relevant part:



- (c) Preservation of wages and benefits due under predecessor contracts.--
- (1) In general. -- Under a contract which succeeds a contract subject to this chapter, and under which substantially the same services are furnished, a contractor or subcontractor may not pay a service employee less than the wages and fringe benefits the service employee would have received under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for in a collective-bargaining agreement as a result of arm's-length negotiations.

These provisions were included in the statute in order to prevent service contractors from cutting wages or benefits to its workers in order to underbid each other and win government contracts, because “[w]hen a Government contract is awarded to a service contractor with low wage standards, the Government is in effect subsidizing subminimum wages.” *Fort Hood Barbers Ass'n v. Herman*, 137 F.3d 302, 309 (5th Cir.1998) (citing H.R. Rep. No. 89-948, at 2-3 (1965); S. Rep. No. 89-798, at 3-4 (1965), *reprinted in* 1965 U.S.C.C.A.N. 3737, 3739).

The Department of Labor has implemented various regulations to clarify the standards established under the SCA. 29 CFR § 9.2 defines “same or similar service” with respect to successor contracts as “a service that is either identical to or has one or more characteristics that are alike in substance to a service performed at the same location on a contract that is being replaced by the Federal Government or a contractor on a Federal service contract.” Other than the requirement that substantially the same services be furnished, the requirement for arm’s-length negotiations and the provision for variance hearings, the Act does not impose any other restrictions on the application of section 4(c). 29 CFR § 4.163(h). In this case, the services performed under Contract No. FA8101-16-C-0006 contract are identical to those performed under the predecessor Contract No. FA8101-08-D-0006, and there is no question that the ERS contract is a successor contract. Thus, the Employer is required to adhere to collectively bargained wages and fringe benefits in accordance with Section 4(c) of the Act. *See* 29 CFR § 4.163(g).

The successor contractor rule is a direct statutory obligation that is self-executing. *Lear Siegler Servs., Inc. v. Rumsfeld*, 457 F.3d 1262, 1267 (Fed. Cir. 2006); *see also Guardian Moving & Storage Co. v. Hayden*, 421 F.3d 1268, 1270 (Fed. Cir. 2005) (“[The successor-contractor rule] is a direct statutory obligation and requirement placed on the successor contractor ... and is not contingent or dependent upon the issuance or incorporation in the contract of a wage determination based on the predecessor contractor's collective bargaining agreement” (citing 29 CFR § 4.163(b)). Therefore, the Employer’s duty to provide wages and fringe benefit rates not less than those previously provided in the TSS CBA was certainly effective by August 1, 2016, the date performance was intended to commence under the successor service contract. It was unnecessary for the Department of Labor to issue any determination with respect to the successor service contract – or even to incorporate a wage determination into that contract – because the duty under Section 4(c) is automatic and self-executing. *See* 29 CFR § 4.163(b).



The Employer violated the Act when it refused to incorporate the predecessor CBA's benefit rates in labor contract negotiations with the Union. It has proposed to make contributions on behalf of unit employees into a 401(k) retirement plan in place of the contributions previously made into the IAM National Pension Fund. However, this does not satisfy the statutory requirement imposed on the Employer to provide at least the same level of fringe benefits to the unit employees. When the same amount of money is paid into a 401(k) plan, the benefit received by the employee is substantially less than the benefit received from that amount being paid into a defined benefit pension plan. These two payments are not equivalent with regard to the benefits received by unit employees.

Further, under the plans proposed by Alutiiq and SSI, unit employees must pay more in deductibles and various co-payments, and they face higher maximum out-of-pocket costs (up to \$8,700 or \$6,700 more per year for a family). Thus, the employees' medical insurance benefits have been diminished substantially. It is immaterial whether the amount of the premium paid by employees is slightly lower under the new proposed plans; the Employer must provide the same (or better) benefits as those received under the predecessor plan.

The Employer's proposed medical insurance plans were not merely an unlawful bargaining tactic meant to force the Union to make unreasonable concessions. Effective August 1, 2016, all employees' coverage under the predecessor CBA's medical insurance plan expired. Since that time, unit employees have gone without any health insurance coverage. The Employer has committed clear violations of the statute.

The Employer is systematically and continuously violating the Act by refusing to provide many service employees the benefits to which they are entitled by law. It is incumbent on the DOL to exercise its enforcement powers under the SCA to determine that Alutiiq and SSI, as successor employers, are required to pay all unit employees fringe benefits, including medical insurance and pension contribution, at the same rates as the benefits provided under the predecessor collective bargaining agreement.

Further, the Union is entitled to a make whole remedy. The Employer should be directed to propose a medical insurance plan that provides at least the same level of benefits to all unit employees without increasing their costs; to agree to make the same contributions into the pension fund on behalf of all unit employees; to compensate affected employees for all financial losses, with interest, in accordance with 29 CFR § 4.187; and to provide the Union and represented employees with any other relief to which they may be entitled.

### **Conclusion**

For the foregoing reasons, the Department of Labor should promptly commence an investigation and make appropriate findings of law and facts.

Mr. Michael Speer  
September 26, 2016  
Page 12

Respectfully submitted,



**Rod Tanner**

rtanner@rodtannerlaw.com

**Matt Pierce**

mpierce@rodtannerlaw.com

cc: Mark Blondin (w/enclosures)  
General Vice President, Southern Territory  
IAMAW  
690 E. Lamar Blvd., Suite 580  
Arlington, Texas 76011

Dion Y. Kohler (w/enclosures)  
Jackson Lewis P.C.  
1155 Peachtree Street, NE  
Suite 1000  
Atlanta, Georgia 30309-3600

**COLLECTIVE BARGAINING AGREEMENT**  
**BETWEEN**  
**TINKER SUPPORT SERVICES, JV., and DUNAMIS POWER**  
**SYSTEMS and ADVANCIA CORPORATION**  
**AND**  
**INTERNATIONAL ASSOCIATION OF MACHINISTS**  
**AND AEROSPACE WORKERS, AFL-CIO**  
**DISTRICT LODGE 171**  
**and its**  
**LOCAL LODGE 850**  
**TINKER AIR FORCE BASE, OKLAHOMA**



**EFFECTIVE**  
**AUGUST 26, 2013**

**through**

**AUGUST 21, 2016**



## TABLE OF CONTENTS

<b>ARTICLE 1</b>	<b>5</b>
RECOGNITION	5
<b>ARTICLE 2</b>	<b>6</b>
RIGHTS OF MANAGEMENT	6
<b>ARTICLE 3</b>	<b>6</b>
NO STRIKES, WORK STOPPAGES OR LOCKOUTS	6
<b>ARTICLE 4</b>	<b>7</b>
REPRESENTATION	7
<b>ARTICLE 5</b>	<b>8</b>
GRIEVANCE AND ARBITRATION PROCEDURE	8
ARBITRATION	11
<b>ARTICLE 6</b>	<b>12</b>
DISCIPLINARY CASES	12
<b>ARTICLE 7</b>	<b>14</b>
SENIORITY	14
<b>ARTICLE 8</b>	<b>15</b>
EMPLOYEE CLASSIFICATIONS	15
<b>ARTICLE 9</b>	<b>17</b>
HOURS OF WORK SHIFTS/DAYS OFF	17
<b>ARTICLE 10</b>	<b>19</b>
OVERTIME	19
<b>ARTICLE 11</b>	<b>20</b>
WORKING ASSIGNMENTS	20
<b>ARTICLE 12</b>	<b>20</b>
BULLETIN BOARD	20
<b>ARTICLE 13</b>	<b>21</b>
LEAVE OF ABSENCE	21

<b>ARTICLE 14</b>	<b>22</b>
DUES CHECKOFF	22
<b>ARTICLE 15</b>	<b>23</b>
VISITATION	23
<b>ARTICLE 16</b>	<b>23</b>
DRUG FREE WORKPLACE POLICY	23
<b>ARTICLE 17</b>	<b>23</b>
COMPENSATION	23
<b>ARTICLE 18</b>	<b>24</b>
PAID TIME OFF	24
<b>ARTICLE 19</b>	<b>27</b>
MISCELLANEOUS	27
<b>ARTICLE 20</b>	<b>28</b>
BENEFITS	28
<b>ARTICLE 21</b>	<b>30</b>
SAFETY	30
<b>ARTICLE 22</b>	<b>31</b>
PENSION PLAN & SAVINGS INVESTMENT PLAN	31
<b>ARTICLE 23</b>	<b>35</b>
DURATION AND TERMINATION	35
<b>APPENDIX A</b>	<b>37</b>
JOB CLASSIFICATIONS AND WAGE RATES	37
<b>APPENDIX B</b>	<b>39</b>
COMPANY RULES	39
<b>APPENDIX C</b>	<b>44</b>
TOOL ALLOWANCE	44
<b>APPENDIX D</b>	<b>46</b>
MACHINISTS CUSTOM CHOICE WORKSITE BENEFITS PROGRAM	46

<b>APPENDIX E</b>	<b>47</b>
APPRENTICESHIP PROGRAM	47
<b>APPENDIX F</b>	<b>48</b>
FOUL WEATHER GEAR	48
<b>APPENDIX G</b>	<b>50</b>
TSS JV BENEFIT PLAN	50
<b>APPENDIX H</b>	<b>52</b>
ADVANCIA CORPORATION BENEFIT PLAN	52
<b>APPENDIX I</b>	<b>54</b>
DUNAMIS POWER SYSTEMS BENEFIT PLAN	54



## COLLECTIVE BARGAINING AGREEMENT

On this **26th** day of August, **2013** TINKER SUPPORT SERVICES, JV., DUNAMIS POWER SYSTEMS and ADVANCIA CORPORATION (hereinafter called the "Company"), and the International Association of Machinists and Aerospace Workers, District Lodge 171 and its Local Lodge 850 (hereinafter called the "Union"), hereby agree as follows:

### ARTICLE 1 RECOGNITION

Section 1.1 The Company recognizes the Union as the exclusive collective bargaining representative with respect to rates of pay, wages, hours of employment and other conditions of employment for all employees of Tinker Support Services, JV., and Dunamis Power Systems and Advancia Corporation, in the bargaining units described in the certifications issued by the National Labor Relation Board:

- Case 17-RC-12005 (Job Site: Tinker AFB, Oklahoma) and
- Case 17-RC-12045 (Job Site: Tinker AFB, Oklahoma) and
- Case 17-RC-12246 (Job Site: Tinker AFB, Oklahoma ) and
- Case 17-RC-12372 (Job Site: Tinker AFB, Oklahoma) and
- Case 17-RC-12415 (Job Site: Tinker AFB, Oklahoma)

The term "employees" as used in this Agreement means employees in the above-referenced bargaining units, as per certifications and to include the classifications as outlined in Appendix A (Classification and wage rates). Any reference to the male gender in this Agreement shall apply equally to employees of the female gender.

Section 1.2 The Union shall not organize, or attempt or assist in the organization of supervisory or executive employees having authority in the interest of the Company to hire, direct, transfer, suspend, layoff, recall, promote, discharge or discipline other employees, to resolve grievances or to effectively recommend such actions.

Section 1.3 All of the Company's present employees within the bargaining unit shall remain members of the Union as a condition of employment. All newly hired employees in the bargaining unit shall become members of the Union within 30 days after their date of hiring and shall remain members of the Union as a condition of employment, within the requirements of the National Labor Relations Act. To be a member of the Union a member must pay all initiation fees, Union dues and assessments uniformly required of all members. Union membership is required only to the extent that employees must pay either (i) the Union's initiation fees and periodic dues or (ii) service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues or, in the case of an objecting service fee payer, shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support

representational activities. The Company will, within ten days after written notice from the Union, discharge any employee who is not in conformance with this section.

Section 1.4 The use of temporary and seasonal personnel may be used by the Company to cover unanticipated, temporary work situations or seasonal work of short duration. No temporary employees will be utilized in a classification for more than 90 calendar days without mutual agreement between the parties. Temporary workers may be used for a longer period of time to fill in for a worker on an extended Medical Leave of Absence or Military Leave. The use of Temporary workers will not be manipulated or used to neither displace full-time employees or fill full-time vacancies nor be used during layoffs. A complete list of temporary employees will be furnished to the union listing hire date and classification on a monthly basis. Seasonal employees will not be retained after completion of the seasonal work for which they were hired.

## **ARTICLE 2** RIGHTS OF MANAGEMENT

Section 2.1. Except as abridged by a specific provision of this Agreement, the Company reserves and retains all of its normal and inherent rights with respect to the management of the business, including (but not limiting the generality of the foregoing) its right to establish or continue policies, practices, and procedures for the conduct of the business; to select and direct the working force; to establish, eliminate, change or combine work schedules and work assignments, subject to the terms of this Agreement; to transfer, promote or demote employees; to lay off, terminate or otherwise relieve employees from duty for lack of work or other legitimate reasons; to make and enforce reasonable rules for the maintenance of discipline; to suspend, discharge or otherwise discipline employees for just cause; and otherwise to take such measures as management may determine to be necessary to the orderly, efficient or economical operation of the business.

Section 2.2 It is understood and agreed that any of the authority and rights the Company had enjoyed prior to the signing of this Agreement are retained by the Company except those specifically abridged, delegated or granted by this Agreement.

## **ARTICLE 3** NO STRIKES, WORK STOPPAGES OR LOCKOUTS

Section 3.1 It is the intent of the parties, in the interests of attaining harmonious, orderly relations and efficient, uninterrupted operations, to set forth in this Agreement the obligations of the Company to the Union and the employees it represents, and to provide the exclusive procedures through which the Union and the employees shall resort to secure redress for any grievances arising from this Agreement.

Section 3.2 The Union shall not cause or permit its members to cause, nor shall any member of the Union take part in any sit-down, stay-in, or slowdown in any Company location or any curtailment of work or restriction of production or interference with the operations of the Company during the term of this Agreement.

Section 3.3 The Union shall not cause or permit its members to cause, nor shall any member of the Union take part in, any strike of any of the Company's operations, or picketing of any of the Company's plants or premises during the term of this Agreement.

Section 3.4 Any employee found guilty of violating this Article will be discharged, except employee(s) may exercise their legal right to refuse to perform work that is unsafe to life or limb or health as provided by federal law.

Section 3.5 The Company will not authorize or direct a lockout during the term of this Agreement.

#### **ARTICLE 4** **REPRESENTATION**

Section 4.1 The Union may elect three (3) representatives from among the employees in the bargaining unit to serve as the Grievance Committee, one of which will be designated as Chairman. The Union may elect an alternate for the grievance committee, to serve in the absence of a grievance committee member. The Union may elect up to fourteen (14). The Union may designate an alternate to serve as a steward in the absence of the regular shop steward. The alternate shall normally be one of the current elected stewards.

Section 4.2 The Company will recognize the Shop Steward for the purpose of representing employees in Step One of the Grievance Procedure. The grievance committee and the involved Steward will participate in Step Two. The Grievance Committee and the involved Steward will suffer no loss in pay during time spent in all Steps of the Grievance Procedure in meetings with management.

Section 4.3 No person shall have or exercise any of the authority or duties of a Steward unless and until written notice of such appointment, and revocation of any previous appointments, if applicable, signed by a Representative of the Union, shall be filed with the Company's Senior Human Resources Administrator or designated representative.

Section 4.4 Shop stewards and members of the grievance committee shall be given seniority over all employees whom they represent during reduction in forces and shift assignment, provided work in their classification or work in classifications to which they have a displacement right is available, and so long as the official's duties would permit such seniority preference under existing law.

Section 4.5 The Company shall pay Stewards, members of the Grievance Committee and aggrieved employees reasonable time spent in processing grievances (after first notifying management) and any joint Union-Company conferences. The Company will provide a secure area for the Shop Steward's and Grievance Committee files.

Section 4.6 Union officers, Committeemen, and Stewards will be allowed authorized absence without pay to attend one (1) regularly scheduled meeting each month, on a date and during the hours certified by the Business Representative by the Union and upon 48 hours advance written notice to the employees immediate supervisor.

Section 4.7 The Company agrees that upon assignment of a new employee to a department or the transfer of an employee to a department, the Supervisor of such department will introduce said employee to the Shop Steward within two work days of such assignment. For new employees, the Shop Steward will be allowed a **maximum of one hour** on the clock to communicate the responsibilities of Union membership and the Collective Bargaining Agreement and to process any paperwork required for Union membership.

Section 4.8 The Company agrees that Committeemen, and Shop Stewards, **and Union Officers** will be allowed to meet once a month, not to exceed two hours, on Company time to participate in the monthly Shop Stewards meeting. The Union and Company can use this opportunity to further communications.

**Section 4.9 Time for sections 4.5, 4.7, 4.8 will be documented on the timesheet to be coded to an administrative code to be provided by the company.**

## **ARTICLE 5**

### **GRIEVANCE AND ARBITRATION PROCEDURE**

Section 5.1 The term "grievance" as used in this Agreement means any dispute arising regarding the interpretation, application, claim of breach or violation of this Agreement which an employee has not been able to adjust with their immediate supervisor with or without a steward, which shall be at the employee's discretion. Such grievances shall be handled as promptly as possible in accordance with the following procedure:

Section 5.2 Step I: The grievance shall be reduced to writing by the Shop Steward on a form to be mutually agreed upon by the parties, and to be presented to the employee's immediate supervisor by the Shop Steward. A Step I grievance meeting will be held within three (3) working days of the supervisor's receipt of the grievance. The grievance shall be answered in writing by the supervisor within five (5) working days after the grievance meeting.

Section 5.3 Step II: In the event the grievance is not satisfactorily disposed of under Step I hereof, it may be appealed by the Shop Steward, **Grievance Committee, or Union Representative** to the Manager or his/her designee, in the department where the grievance

arose. **No person shall have or exercise any of the authority or duties of a Steward unless and until written notice of such appointment, and revocation of any previous appointments, if applicable, signed by a Representative of the Union, shall be filed with the Company's Senior Human Resources Administrator or designated representative.** A Step II grievance meeting will be held within five (5) working days of the Manager's receipt of the grievance. The grievance shall be answered in writing within five (5) working days after the grievance meeting.

Section 5.4 To obtain a Shop Steward, the **grievant** should request his/her immediate supervisor to have the Shop Steward be sent to the location of the **grievant**. The grievance shall be handled as expeditiously as possible and the Shop Steward shall then return promptly to his/her immediate supervisor.

Section 5.5 Should it be necessary for a Shop Steward to contact a Manager or his/her designee for the purpose of processing a grievance to Step II, in accordance with Section 5.3 of this Article, the Shop Steward shall obtain from his/her immediate supervisor permission to phone the Manager or his/her designee, for an appointment. The grievance shall be handled as expeditiously as possible and, upon completion of which, the Shop Steward shall return promptly to his/her immediate supervisor.

Section 5.6 When it is necessary for a member of the Grievance Committee to **attend a Step III Meeting** as provided herein, **the HR representative** shall first notify **the immediate supervisor** (or, when not available, **the Department Manager**) and obtain permission **for the committee member to attend the meeting.**

Section 5.7 Step III: If the grievance has not been satisfactorily disposed of under Step II hereof, it may be referred by the **Union Representative or Grievance Committee** to the Project Manager or designee or his/her designee. An agenda of grievances must be submitted by the Union to the Project Manager or designee or his/her designee 48 hours prior to the scheduled meeting. The Project Manager or designee or his/her designee shall render a decision in writing within five (5) working days after adjournment of the meeting. A full time representative of the Union shall be permitted to be present and participate in all Step III meetings if the Union so desires. The Chairman of the Grievance Committee or his/her designee shall be spokesman for the Union. The Project Manager or designee or his/her designee shall be spokesman for the Company. There shall be no obligation on the part of the Company or the Grievance Committee to discuss any grievance which does not appear on the agenda, except by mutual agreement.

Section 5.8 Unless a grievance shall be appealed within five (5) workdays after the decision in Step I and within five (5) workdays after the decision in Step II of the grievance procedure, such grievance shall be deemed to have been settled. Such decision shall be final and binding on the Company, the Union and the employee or employees involved. A decision rendered on a grievance in Step III of the grievance procedure shall be final and binding upon the Company, the Union and the employee or employees involved, and the grievance shall be deemed settled

in accordance therewith, unless it is subject to and arbitrated as provided in this Article. The time limits in this Article may be extended by written mutual agreement.

**Section 5.9** Any grievance must be filed as provided in this Article within ten (10) working days from the date it occurred or the date the grievant should have reasonably known. **A union employee must bring a wage claim within 1 year of the date of occurrence.**

**Section 5.10** Policy grievances may be presented in duplicate in Step III (Section 5.7). A policy grievance is defined as a grievance involving the interpretation, application, claim of breach or violation of the Agreement affecting the wages, hours or working conditions of a group of employees as distinguished from a grievance affecting an individual employee.

**Section 5.11** The written grievance shall set forth the **alleged violation** and remedy sought, the number of the Article and paragraph of this Agreement, which is claimed to be the basis for the filing of the grievance, and this, together with any accompanying statements, shall be dated and signed by the **grievant** and by the Shop Steward presenting the grievance; provided, however, that the Shop Steward and the **grievant** may amend the grievance and the Company may amend the answers prior to the decision in Step II. After the decision in Step II, amendments shall be made only by mutual agreement.

**Section 5.12** After the Company representative has made a reply to a grievance in any step of the foregoing procedure, there shall be no obligation of such representative to discuss or consider the matter further.

**Section 5.13** To obtain a Shop Steward, the **grievant** should request his/her immediate supervisor to have the Shop Steward be sent to the location of the **grievant**. The grievance shall be handled as expeditiously as possible and the Shop Steward shall then return promptly to his/her immediate supervisor.

**Section 5.14** Should it be necessary for a Shop Steward to contact a Manager or his/her designee for the purpose of processing a grievance to Step II, in accordance with Section 5.3 of this Article, the Shop Steward shall obtain from his/her immediate supervisor permission to phone the Manager or his/her designee, for an appointment. The grievance shall be handled as expeditiously as possible and, upon completion of which, the Shop Steward shall return promptly to his/her immediate supervisor.

**Section 5.15** Union Shop Stewards will be allowed to spend such time as may be necessary or reasonable in handling grievances as provided in Step I and Step II of Section 5.2 and 5.3 of this Article without deduction of pay, provided that no part of such time shall be spent in soliciting grievances. The Grievance Committee will be allowed to spend such time as may be necessary or reasonable in attending meetings with management, as provided in Step III of Section 5.7 of this Article without deduction of pay, provided that no part of such time shall be spent in soliciting grievances.



**Section 5.16** An employee having a grievance shall be given a reasonable time to take the grievance up with the proper Union representative during working hours without loss of pay to the employee, but he/she shall first obtain permission of his/her immediate supervisor.

**Section 5.17** Each of the parties hereto agrees to cooperate with the other to reduce to a minimum the time spent by Union representatives in handling, presenting and adjusting grievances.

**Section 5.18** In computing time limits under this Article, except as otherwise provided, unscheduled work days and holidays shall not be counted.

**Section 5.19** A grievance arising out of discharge or disciplinary suspension, which is felt to have been made without "Just Cause", must be filed with the Project Manager or designee or his/her designee, within ten (10) workdays after such discharge or suspension. The Project Manager or designee or his/her designee shall render a written decision within five workdays after the grievance hearing at Step III (Section 5.7).

#### **ARBITRATION**

**Section 5.20** Insofar as a grievance shall involve the interpretation or application of the provisions of this Agreement and has not been disposed of satisfactorily in accordance with Step III of the grievance procedure as set forth in this Article, it may be submitted to an impartial arbitrator in accordance with the provisions of this Article.

**Section 5.21** The Union shall within 30 calendar days of the decision in Step III of said grievance procedure give written notice of such intention to the Company. The Union shall also request the Federal Mediation and Conciliation Service to furnish a list of seven (7) impartial arbitrators. Upon receipt of and from such list, the parties will attempt to mutually select an arbitrator acceptable to both parties. If an arbitrator from such list is not mutually selected within five work days after receipt of such list, the Company and the Union will choose the arbitrator by alternately striking one name from such list until only one name remains, and that person shall be the arbitrator. The right to strike the first name shall be determined by lot.

**Section 5.22** The arbitrator shall consider only those issues, including any amendments that were made pursuant to Section 5.11, which have been properly carried through all steps of the grievance procedure. The arbitrator shall afford to the Company, the Union and the employee or employees involved, a reasonable opportunity to present the evidence, witnesses, and arguments. Persons testifying may be sworn at the request of either party. The jurisdiction of the arbitrator and his/her decision shall be confined to a determination of the facts and the interpretation or application of the specific provisions of this Agreement at issue. The arbitrator shall be bound by the terms and provisions of this Agreement and shall have authority to consider only grievances presenting solely an arbitral issue under this Agreement.

The arbitrator shall have no authority to interpret any state or federal law. The decision of the arbitrator shall be rendered as soon as practicable after the hearing, but in no event beyond 30 days after the close of said hearing. The arbitrator's decision shall be final and binding on the Company, the Union, and the employee or employees involved, subject to the limitations specified in this Agreement.

Section 5.23 The compensation of such arbitrator for their services and expenses in connection with the case or cases submitted to them shall be shared equally between the Company and the Union.

Section 5.24 The Company and the Union may mutually agree to submit any other question that herein is expressly provided to the arbitrator for determination.

#### NON-BINDING MEDIATION

Section 5.25 If the grievance cannot be satisfactorily resolved at Step III, and if both parties agree, the grievance may be submitted to non-binding mediation by a joint request of the Company and the Union to the Federal Mediation and Conciliation Service. Such request must be made during the time period after the Company gives its written Step 3 answer and before the Union's time limitations on providing written notice to arbitrate expires. Once such a request is agreed to, the time limit will be extended up to 30 days if a satisfactory solution cannot be reached through mediation. Time spent by the grievant or Union officials in attending mediation will be without loss of pay.

#### **ARTICLE 6** DISCIPLINARY CASES

Section 6.1. The Company shall furnish to each employee and to the Union a copy of the Company Rules, Clearing Procedures and Excessive Rule violations. In the event of a conflict between Company rules and this Agreement (for example, the just cause requirement), then this Agreement prevails. The Company reserves its right to amend this document in the future upon the Company's determination that such amendments are reasonable and necessary for safe, effective and efficient operations. No such amendment may be made until written notification to the Union and shall not be contrary to any of the terms or provisions of this Agreement.

Section 6. 2. The Union reserves the right to protest through the Grievance and Arbitration Procedure the reasonableness, the interpretation of or the application of the Company Rules. Clearing Procedure and Excessive Rule violations. The Union does not waive its right to contend that a provision of this document or any amendment thereto, is contrary to this Agreement, that it is unreasonable, that the Company has improperly interpreted such provision, or that the Company has applied such provision in an arbitrary or capricious manner.

Section 6.3. When disciplinary action, which could result in suspension or discharge, is contemplated, the Union will be notified 48 hours prior to so that it may have input into contemplated discipline. When immediate termination is being considered, the Shop Steward shall be given the opportunity by the Company to attend a disciplinary hearing prior to imposition of the termination.

Section 6.4. Any employee is entitled to have a Union Representative, including the shop Steward, present in any meeting or discussion with the Company in which the employee reasonably fears that the interview will adversely affect his continued employment, provided that no Union Representative, including the Shop Steward, shall obstruct, impede or prevent any investigation, or counsel any employee not to answer or fully cooperate in any investigation.

Section 6.5 Discipline shall be given for violation of work rules within ten (10) work days after the Company becomes aware, or should have reasonably known of the violation(s) unless extended by mutual agreement of the Union and the Company. Upon written notice to the Union of an ongoing disciplinary investigation involving a disciplinary suspension or discharge, such a notice shall extend the time period for an additional ten (10) working days. Should the Company find it necessary to discharge an employee for cause, it shall give notice to the Union 48 hours prior to the date the discharge becomes effective. A grievance arising out of discharge or disciplinary suspension, which is felt to have been made without cause, must be filed with the Project Manager or designee as shown in Section 5.7 or his/her designee, of the Company, within ten (10) work days after such discharge or suspension. The appropriate Company's representative or his/her designee shall render a written decision within five workdays after the grievance hearing at Step III (Section 5.7).

Section 6.6 The Company shall not exercise its right to discipline by written warning, suspension, discharge, or otherwise discipline any employee except for good and just cause. The Company shall judge fairly the employee's conduct and be fair and equitable in administering discipline. **The Company and the Union agree that discipline should be corrective in nature rather than punitive.**

Section 6.7 In assessing discipline, the Company will consider the gravity of the offense, seniority and the work record of the employee involved.

Section 6.8 **For traffic violations resulting in a loss of driver's license the employee will be placed in layoff status. However, the employee must meet all federal, state, Tinker AFB and insurance requirements to resume driving on behalf of the Company.**

## ARTICLE 7 SENIORITY

Section 7.1 The term “seniority” as used herein contemplates only that relationship of each employee in the bargaining unit to other employees in the bargaining unit.

Section 7.2 The seniority date for current Tinker Support Services JV., and Dunamis Power Systems and Advancia Corporation employees will be established by the “Seniority Lists” for each company as provided by the Union. New employee’s seniority date shall be established as the date they enter the Bargaining Unit covered by this Agreement. Correction to the “Seniority List” for new employees shall be completed within 60 days of their name first appearing on the “Seniority Lists”.

Section 7.3 The Company shall furnish to the Union, on the 1<sup>st</sup> of every month, an updated seniority list including new hires, temporary’s, terminations, layoffs, change in work status and change of addresses.

Section 7.4 The term “Vacation Eligibility Date” establishes the vacation accrual date for each employee as provided under Article 18 Section 18.2 and 18.2a of the Agreement. The vacation eligibility date for each employee will be established by the Seniority List referred to in Section 7.2.

Section 7.5 When two or more employees have the same seniority date, the last four (4) digits of the Social Security Number shall be compared. The lower/lowest number shall be considered the most senior.

Section 7.6. Seniority shall only be lost under any of the following circumstances:

- Discharge for Just Cause
- Resignation
- Failure to Report to Work Upon Expiration of an Approved Leave of Absence
- Accepting Other Employment While on Approved Leave of Absence Without Company Approval
- Unexcused Absence From Work for a Period of Three (3) Consecutive Workdays that results in termination
- Failure to be recalled from a Layoff within Twenty-four (24) Months of Such Layoff.
- Transfer to a position outside the Bargaining Unit

Section 7.7 **Bumping Rights** In the event of a reduction in force, the Company shall designate the number of positions to be reduced in each affected job classification. The least senior employee(s) in the affected job classifications will be designated for layoff. Qualified employees will be given an opportunity to bump a less senior employee in another classification and will

receive the pay of that classification. **An employee bumping a less senior employee must meet all qualifications and training to perform the new job immediately.** Recall shall be accomplished in inverse seniority order within the classification, with the most senior employee on layoff being recalled first to his classification. The Company will provide a minimum of two (2) weeks notice or two (2) weeks pay and benefits in lieu of notice (at the Company's option) of any anticipated reduction in force.

Section 7.8. If an employee chooses to accept an optional layoff rather than exercising possible bumping rights, he will not be challenged for unemployment compensation by the Company.

Section 7.9. An employee will suffer no loss in seniority during any approved leave of absence or while in layoff status.

Section 7.10 New employees will be without seniority or recourse and subject to dismissal without cause during a probationary period of 90 calendar days. If the probationary period is completed satisfactorily, then the employee's seniority date will become the original date of hire. Employees may not bid on jobs during their probationary period.

Section 7.11 Employees may exercise their seniority rights across Company lines with respect to job bidding, layoff and recall consistent with this Agreement. Bumping rights across Company lines may be utilized in the event of a layoff as provided in this article. In cases of employee transfer between TSS and Advancia Corporation and Dunamis Power Systems the Companies will provide a seamless transition with respect to hours of work minimizing, to the extent possible, the employee's loss of work hours during the transition. When possible, employee transfers from TSS, Advancia Corporation, or Dunamis Power Systems, will be effective on the start of the workweek, and transfers from Advancia Corporation or Dunamis Power Systems to TSS will be effective the start of a workweek.

In effecting a transfer between the Companies, enrollment in the gaining Company's group benefits plans will be as seamless as possible under the provisions of the applicable Summary Plan Descriptions. Seniority will transfer to the receiving Company.

## **ARTICLE 8**

### **EMPLOYEE CLASSIFICATIONS**

Section 8.1 Occupational classifications shall be those listed in Appendix A. Job requirements and job duties for each Occupational classification shall be those presented and approved by the Union and The Company at negotiations. **A copy of all current job descriptions will be provided to the union office.**

Section 8.2 In the event that a new occupational classification, covering new work requirements, is not listed in Appendix A and is required, the Company may establish such new classification under the following criteria:

- The Company shall submit to the Union, for its approval the Job classification, the requirements and duties, and the rate of pay for the new classification. In the event an agreement between the Company and the Union is not reached within five (5) working days from the date of submission, the Company may place into effect the new classification at the proposed rate of pay, subject to continued negotiations with the Union.
- If after meeting and conferring, an agreement is not reached after implementation by the Company, the Union may grieve the issue at Step III, and if not resolved, may mediate or arbitrate the issue under Article 5 for the mediator/arbitrator to determine unresolved issues.
- Any change in the job classification, job requirements and duties and/or the established rate resulting from such negotiations or arbitration shall be retroactive to the date when such rate was placed in effect.

**Section 8.3 Job Bid** When a job becomes vacant and needs to be filled; it will be posted for ten working days. Any employee, except probationary employees, may sign the job posting notice. The Job posting will include the Job Title, **position description** and the shift and days off on the opening. Preference will be given in filling the posted job to the senior employee who is qualified to perform the work and who has signed the posting notice before the close of the posting period. Job postings for openings will be posted on all the Union bulletin boards in each shop by the Company. All jobs will be posted on all Union bulletin boards in all Companies.

**Section 8.4** Within ten working days after the close of the posting period, the Company shall determine whether there are any bidders who are qualified to perform the posted job. The job will be awarded to the senior qualified bidder and the award will be posted. The successful bidder shall be assigned to their new job within ten working days after the job is awarded.

**Section 8.5** The successful bidder may be returned to their former job classification, if within fifteen (15) working days after beginning the new job classification he/she fails to perform the work satisfactorily, and such employee cannot within six (6) months thereafter bid for a posted vacancy in such new job classification. The employee (unless he/she has bid to a lower job classification) shall also have the right to return to his/her former job classification, shift and section any time within fifteen (15) working days after beginning his/her new job classification in which event he/she cannot bid on any posted vacancy for six (6) months thereafter. The Company will have up to five (5) working days to return the employee to their former job classification after notification in writing by either party. This paragraph does not apply except when an employee changes job classification. The 15 working day trial period may be extended by mutual agreement of the Company and the Union.

**Section 8.6** “Qualified” and “qualified to perform the work” as used in this agreement shall mean possession of the required licenses, certifications, and experience, and required training



and the ability to perform satisfactorily the required duties of the job and to meet standards of quantity and quality without the need of extensive training.

Section 8.7 The parties agree that the requirements/duties term “other related duties as assigned” (or such similar language) will not be used for the purpose of disciplinary action. The Company may, however, continue to cross utilize employees to accomplish the company’s contractual requirements, when employees are qualified to perform the requested duties. In such circumstances, an employee temporarily working in a higher classification will receive the higher rate of pay. It is not the intent of the Company to utilize this article to dilute the integrity of/or displace craft classifications. Cross utilization will not be used to redistribute a laid off employees work. Craft job descriptions define an employee’s primary duties.

Section 8.8 If there are no qualified bidders who satisfy the requirements the Company may fill a posted job vacancy either from within or outside the Bargaining Unit. The individual filling the job either from within or outside the Bargaining Unit must meet the same criteria or qualifications required of the Bargaining Unit employee.

## **ARTICLE 9**

### **HOURS OF WORK SHIFTS/DAYS OFF**

#### **Section 9.1 Workweek:**

- (a) **Boiler Plant Operator and IWTP Operator and Work Control:** The normal workweek will begin at 0000 hours, Friday and end at 2400 hours the following Thursday. The normal workweek for each employee will be one in which the employee normally works a forty (40) hour, five (5) consecutive days per week, split shifts will not be utilized.
- (b) **Base Maintenance and CEMAS and Engineers and Housing:** The normal payroll workweek will begin at 0000 hours, Friday and end at 2400 hours the following Thursday. The normal workweek for each employee, other than Power Production employees, will be one in which the employee works a forty (40) hour, five (5) consecutive day week, Monday through Friday, split shifts will not be utilized. Some employees may work four (4) consecutive ten (10) hour days, either Monday through Thursday or Tuesday through Friday. Other four (4) ten (10) hour day schedules may be instituted by the mutual agreement of the parties.

#### **Section 9.2. Shifts:**

- (a) **Boiler Plant Operators:** The workweek will cover a 24-hour day, seven days a week. There will be three shifts each of 8 consecutive hours. The 1<sup>st</sup> shift will be from 0000 hours to 0800 hours. The 2nd shift will be from 0800 hours to 1600 hours; the 3rd shift will be from 1600 hours to 2400 hours.

- (b) Base Maintenance: The Company will post a work schedule in each shop. The normal Base Maintenance shifts will be designated by management between the hours of 0600 to 1800.
- (c) ERT: Normal shifts for employees who are assigned to the Emergency Response Team for Monday through Friday are between 1600 and 2400, and 0800 and 2400 on Saturday and Sunday.
- (d) Changes to the work schedule will normally be posted on Wednesday for the following week, unless unanticipated work requirements arise. Other changes to the work schedule must be done by mutual agreement of the parties. An employee's normal shift or workweek will not be altered solely for the purpose of avoiding overtime.
- (e) IWTP: The workweek will cover a 24-hour day, seven days a week. There will be three shifts each of 8 ½ hours including 30 minutes, which will be an unpaid lunch period. The 1<sup>st</sup> shift will be from 2330 hours to 0800 hours; the 2<sup>nd</sup> shift will be from 0730 to 1600 hours; the 3<sup>rd</sup> will be from 1530 hours to 2400 hours.
- (f) The Administrative Clerk-Work Control work week will cover a 24 hour 7 days a week schedule. There will be 3 shifts: 1<sup>st</sup> shift 0000 to 0800, 2<sup>nd</sup> shift 0700 to 1600 with 1 hour unpaid lunch period, 3<sup>rd</sup> shift 1600 to 2400. There will also be odd work week schedules. The shift and odd work week schedules shall be permanent and selected by seniority.

Section 9.3 Flextime: Shift workers will be permitted, with manager's permission, to flex their normal scheduled shift. Employees may not schedule flextime to receive shift differential or overtime pay without manager's approval.

Section 9.4 Preference in filling a shift, odd work week or section vacancy will be given by seniority to employees in the same job classification who have signed and filed applications for change. An application must be filed with the employee's supervisor prior to the close of the work day that the vacancy occurs. The shift, odd work week, or section preference will be awarded by seniority to those employees who have a preference on file. The job vacancy will be posted per Article 8 of the Agreement. Exercising seniority will be limited to when job openings occur with a maximum of two (2) moves per occurrence (vacancy).

**ARTICLE 10**  
**OVERTIME**

Section 10.1 The provisions of this Article are intended only to provide the basis for calculation and payment of overtime and shall not be construed as a guarantee of any specific overtime hours.

Section 10.2 It is understood and agreed that the Company reserves the right to require covered employees to perform overtime work in order to meet customer needs. When such overtime is required, employees involved shall be given as much notice as possible. Scheduled overtime shall be offered to the most senior employee in the same classification, zone, section and shift, first and continue to follow the seniority list until the overtime requirement is met. The Company will require the least senior qualified employee(s) to work overtime should a sufficient qualified workforce not otherwise be available. If the less senior employee in a classification is forced to work three (3) or more overtime assignments in a thirty (30) calendar day period the requirement to work overtime will be placed on the second (2<sup>nd</sup>) less senior employee for thirty (30) calendar days. If that thirty (30) day period includes three (3) or more overtime assignments then continue rotation from least senior to more senior will occur. After the employee completes his or her (30) days, any additional forced overtime assignment will revert back to the less senior employee. An employee who is assigned work considered by the customer to be mission critical or urgent or a bona fide emergency will be required to finish such work on overtime without regard to overtime seniority requirements provided that such overtime is reasonably expected to be completed within two (2) hours of the end of the employee's regular shift. An employee's personal circumstance will be factored into the decision that requires the employee to work past his or her scheduled shift.

Section 10.3 Overtime for all employees assigned to a normal work week of five, 8 hour days shall be paid for hours actually worked or in pay status in excess of eight (8) hours in a work day or forty (40) in a normal work week at one and one-half (1 ½) times the straight-time hourly rate. Hourly rate includes shift differential, lead pay, or other premiums. No employee shall be worked for greater than 16 hours.

Overtime for all employees assigned to a normal work week of four, 10 hour days shall be paid for hours actually worked or in pay status in excess of ten (10) hours in a work day or forty (40) hours in a normal work week at one and one-half (1 ½) times the straight-time hourly rate including the above premiums. No employee shall be worked for greater than 16 hours.

All employees who work on their first and/or second day of rest in their normal work week will be paid at one and one-half (1 ½) times the straight time hourly rate. Employees assigned to a work week of four, 10 hour days will be paid at one and one-half (1 ½) times their straight-time hourly rate for hours worked on their third day of rest in their normal work week.

Section 10.4 No overtime shall be worked except by specific direction from management.

Section 10.5. There shall be no pyramiding of Overtime.

Section 10.6. Any employee who has received overtime at any time during his scheduled work week shall not be denied the right to work the remainder of the employee's regular scheduled hours for the balance of the scheduled work week.

Section 10.7 Scheduled overtime in the steam plants will be offered first to the Boiler Plant Operators assigned to the plant where the overtime is required. If no Operator is available in that plant, then the overtime will be offered to all Boiler Operators by seniority.

Unscheduled overtime in the steam plants will be offered to Boiler Operators in the following order until the requirement is filled:

- First to Operators currently on duty in the plant where the overtime is required;
- Second to Operators currently on duty in any plant;
- Third to off duty Operators assigned to the plant where the overtime is required;
- Fourth to all off duty Operators by seniority.

## **ARTICLE 11** **WORKING ASSIGNMENTS**

Section 11.1. Qualified and/or certified employees outside the bargaining unit shall not perform the regular and exclusive work of bargaining unit employees. They may, however, perform instruction and experimentation, installation and/or checkout of new systems or equipment, or perform covered work in de minimis amounts or emergencies until a bargaining unit employee arrives.

Section 11.2 Bargaining unit employees will not be required to perform work, outside of their job classification, for which they are not trained/or licensed, if specialized training or licenses are required for such work. It is not the Company's intent to affect any reduction in force of bargaining unit employees by any of the aforementioned, or by management employees performing bargaining unit work.

Section 11.3 The parties will address the use of vendors or other suppliers on the installation and/or checkout of new systems or equipment on a case-by-case basis for the interrelationship between the bargaining unit and suppliers.

**ARTICLE 12**  
**BULLETIN BOARD**

Section 12.1 The Company agrees to provide a bulletin board for posting Union publicity in each shop. Material posted shall be limited to notices of Union meetings, Union newspaper items, Union newsletters, Union recreational and social activities and the Union employee seniority list.

**ARTICLE 13**  
**LEAVE OF ABSENCE**

Section 13.1. Employees designated by the Union shall be granted a leave of absence upon written request of the Local Union office, provided such request is submitted in writing to the H. R. Department within a reasonable time prior to the proposed start of such absence. Company approval for such leave may be withheld if operational considerations so require. Such leaves will be considered as time worked for the purpose of seniority accrual and other fringe benefits, provided such leave does not exceed ten (10) work days for short term leave.

Section 13.2 Employees elected or selected to full time jobs in the Local Union or the International Union, which takes them from their employment with the Company, shall upon written request to the Company receive a leave of absence, without pay, for a period equal to their tenure of employment with the Union.

Section 13.3 Upon completion of their leaves of absence during the existence of this Agreement, they shall be re-employed according to their seniority in work generally similar to that which they did last prior to leaving, at the wage rates existing at the time of their return, provided such work is available for them according to their seniority, and they are qualified to perform such work. Seniority shall accumulate during such leaves of absence.

Section 13.4 Leaves of absence for medical reasons will be granted to employees provided the employee furnishes the Human Resources Manager for TSS, Advancia Corporation, or Dunamis Power Systems, with a report from a qualified licensed medical physician stating the necessity for such leave of absence, but the leave, whether paid or unpaid, cannot exceed a total of 12 consecutive months. Seniority will accumulate during such leaves of absence.

Section 13.5 Employees away from their jobs because of a compensable injury or compensable disease as defined by the Workers' Compensation Act of Oklahoma will be given leave of absence and shall accrue seniority while on such leave.

Section 13.6 Any leave of absence obtained through false pretense shall be invalid and the employee's absence shall be recorded as unauthorized and such disciplinary action shall be taken as the Company believes warranted.

Section 13.7 All applications for a leave of absence shall be made in writing by the employee on a form timely provided to the employee by the Company, and if approved, or disapproved, the employee will be so notified in writing.

Section 13.8 Employees returning to work after a leave provided in 13.4 and/or 13.5 will provide a fitness for duty certification from his/her health care provider, certifying that the employee can perform the essential functions of his/her job, with, or without, reasonable accommodation. Employees who require reasonable accommodation or seek "light duty" work upon return to work must either provide the proper medical evidence of such required accommodation or light duty requirement or agree to independent medical evaluation by a physician of the Company's choosing and appropriate time for management to make the evaluation of the capabilities to provide such accommodation or duty. The Company "light duty" policy for early return to work is posted at conspicuous locations for informational purposes to employees. The Company shall provide the Union with a copy of such policy and subsequent amendments, if any.

Section 13.9 The provisions of the Family Medical Leave Act are applicable. The Company and Union agree to comply with the Americans with Disabilities Act and Family Medical Leave Act and their respective guidelines or regulations, as well as changes thereto.

Section 13.10 Upon returning from an approved leave of absence under Article 13 of the Agreement (exclusive of Para. 13.1, 13.2); an employee shall return to their same or similar classification, section, shift, and starting time held prior to such leave of absence.

#### **ARTICLE 14** **DUES CHECKOFF**

Section 14.1 The Company agrees to a check off of Union dues, initiation fees and assessments for all employees covered by this agreement, provided that the Union delivers to the Company a written authorization to make such deductions, signed by the employee. The Company shall make deductions for each employee from the first regularly scheduled pay of each month. The Company shall promptly disburse to the Union the amount deducted. The Company agrees to remit such deductions to the Secretary-Treasurer of the Union (D.L. 171).

Section 14.2. The deduction shall continue until the employee terminates or the employee transfers out of the bargaining unit.

Section 14.3. The Union agrees to and does hereby hold and save the Company harmless from any and all liability, responsibility or damage for deduction, payment authorization, or notification as provided for in this Article, specifically including, but not limited to, the

Company's agreement to deduct dues, initiation fees and assessments from the employee's paycheck. The Union assumes full responsibility for the disposition of the funds so deducted when disbursed to the appropriate Union official.

**ARTICLE 15**  
**VISITATION**

**Section 15.1** Full time representatives of the Union shall have access to grievance meetings in Step III of the grievance procedure and to arbitration hearings. If it is necessary for a full time representative, in order to have a better understanding of a grievance or alleged violation of this Agreement, to visit the actual working area, he/she shall first provide a courtesy call to the Human Resources Manager or his/her designee and arrange a visit to the area. Such visits are subject to security and safety regulations of Tinker Air Force Base.

**ARTICLE 16**  
**DRUG FREE WORKPLACE POLICY**

**Section 16.1** The Company and the Union recognize the importance of maintaining a drug and alcohol free workplace and agree that the Company will implement changes, from time to time, to its current rules and regulations designed to identify drug and alcohol use and to fix and impose penalties for the violation thereof as negotiated. All employees represented by the Union, as well as other Tinker Support Services, JV employees working at Tinker AFB, Oklahoma, shall be governed by the same Drug and Alcohol Free Work Place Policy, as defined in the Substance Abuse Policy, dated February 1, 2008. Changes to the policy shall be bargained with the Union prior to the change and will be posted on all Company and Union bulletin boards.

**ARTICLE 17**  
**COMPENSATION**

**Section 17.1** Classifications and rates of pay are shown in Appendix A of this document.

**Section 17.2** Shift Premiums – Odd Workday Premiums – All Employees

- a. Employees beginning work between 1530 to 2400 (Swing shift) will receive \$1.05 per hour premium on their base hourly rate per hour Effective, 1 February, 2011.
- b. Employees beginning work between 2330 to 0800 (Graveyard shift) will receive \$1.45 per hour premium on their base hourly rate Effective 1 February, 2011.
- c. c. Employees working on Saturday or Sunday or both will receive a \$1.95 per hour premium, on their base hourly rate in addition to the shift differential, Effective

February 1, 2011.

- d. **Shift Differential-**In the event that any shift employee is required to work from one shift to the next shift the employee will be paid the applicable shift rate for those hours actually worked.

Section 17.3 The Company may designate lead positions in shops as needed. Assigned leads will receive \$1.00 per hour. Temporary assignments to other plants or sections for less than 5 days will not cause the individual to lose the lead differential. In order to receive this lead differential the qualified employee must be regularly scheduled to the plant or section.

Section 17.4. The Company will designate the number of slots for the Emergency Response Team, which slots will be posted for bid annually, on or about July 1 of each year. The Company will fill the slots from qualified internal applicants having the greatest seniority. Those selected will receive a \$2.00/hour premium to their base hourly rate, in addition to any applicable shift differentials.

Section 17.5. On Call/Standby. An employee who is designated as "On Call" by the Company will receive on call pay equivalent to 4 hours of pay (not to be included in the calculation of overtime) per week for being on call. If unable to resolve the issue over the phone and he/she must report to work, the "on call" employee shall receive a minimum of two (2) hours pay, and shall be considered on the clock at the time of the page. The clock starts when the employee receives the page. The employee will receive one hour or actual time worked, if greater, if the problem is fixed over the phone.

**Section 17.6 Unexpected Base Closure-** In the event of base closure to inclement weather the employee shall notify the supervisor. If the employee cannot make it in the employee can take paid leave or leave without pay.

**ARTICLE 18**  
PAID TIME OFF

Section 18.1 Employees (including probationary employees) shall receive ten (10) Company paid Holidays as follows:

New Year's Day	Martin Luther King Day
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day



In addition to the above holidays presently recognized the Company agrees to observe any holidays declared as a legal holiday by Congress and observed by the Military where Government employees are paid.

Section 18.1.a. Whenever one of the above holidays falls on Sunday, the Monday immediately following shall be observed, if officially declared a legal holiday and generally observed by the Military at Tinker Air Force Base. Whenever one of the above holidays falls on Saturday, The Friday immediately preceding shall be observed, if officially declared a legal holiday and generally observed by the Military at Tinker Air Force Base. Said holiday falling on Saturday or Sunday, and observed on the preceding Friday or following Monday, shall be considered the regular holiday.

Section 18.1(b) Holiday pay shall be at full pay of (eight (8) hours at straight time pay) including any applicable shift and lead differential or other premiums. The employees working the four (4) ten (10) hour day workweek shall receive ten (10) hours of holiday pay including the premiums.

Section 18.1.c. Employees are eligible for Holiday pay provided they have worked at least eight (8) hours of their last full regular work shift preceding and following the Holiday. Work, for the purpose of determining eligibility for Holiday pay, includes Vacation, Sick Leave, Bereavement, Jury Duty and unpaid time off when authorized by the Company. This does not apply to employees on leaves of absence. Pay received under any Company group insurance disability plan does not qualify the employee for Holiday pay.

Section 18.1.d. Employees who are required to work a holiday shall be paid 1 ½ times their base rate plus the holiday pay.

Section 18.1e. When a holiday, as defined in this agreement, falls within the vacation period, such holiday hours shall not be charged as vacation hours.

Section 18.2 Employees shall accrue Vacation in accordance with the following schedule:

Less than 5 Years of continuous Company Service - 80 Hours per Year  
5 but less than 12 Years of continuous Company Service – 120 Hours per Year  
12 or more Years of continuous Company Service – 160 Hours per Year

Section 18.2.a Vacation time shall be accrued as follows:

Less than 5 Years of continuous Company Service – 3.08 Hours per Pay Period  
5 but less than 12 Years of continuous Company Service – 4.62 Hours per Pay Period  
12 or more Years of continuous Company Service – 6.15 Hours per Pay Period

Section 18.2.b 240 hours of vacation may be carried over from the end of one calendar year to the next. Account balances that exceed 240 hours will be cashed out at calendar year end. Employees shall be able to utilize accrued vacation hours after the completion of the probationary period, in one half-hour increments. An employee whose employment ceases with the Company for any reason or who is laid off will receive pay at the time of severance or layoff for any earned vacation credits that has not yet been paid.

Section 18.2.c Vacation pay shall be computed at the Employee's straight time base rate at the time of vacation, including any shift and lead differential, and shall be limited to those hours the employee had accrued as of the date the vacation period commenced.

Section 18.2.d Final approval of vacation requests rests with the Company to ensure compliance with operational requirements. Vacations should be approved by a manager at least one (1) month in advance except for leave requests of short duration, requests of less than three days in duration or extenuating circumstances. If employee provides proof of purchase of airline or cruise tickets the Company will make every effort to accommodate them and avoid cancelling a scheduled vacation.

Section 18.3 Effective February 1, 2011, the accrual rate is increased to 3.08 hours per pay period (10 days/ 80 hours per calendar year). Sick / personal leave is available for use only after the completion of the probationary period. Sick / personal Leave may be taken in one half (1/2) hour increments. Sick / personal leave may accrue to a maximum of 400 hours.

Section 18.3.a. The Company will require the employee to present a certificate from a qualified license medical doctor or dentist to support a request for sick pay for any absence covering more than 3 consecutive days or where the HR Manager determines the reason for the absence is suspect.

Section 18.3.b. Use of personal time will require prior approval of the supervisor.

Section 18.4 **Bereavement** leave of three (3) days, with pay; will be provided for full time Company employees when an employee loses time due to a funeral, **memorial service** or interment of a member of their immediate family. **Bereavement leave may be taken intermittently if required by the employee, with mutual agreement between the employee and supervisor; bereavement leave shall be taken in full day increments.** Full time Company employees who are required to travel 500 miles or more from Tinker AFB to attend the funeral, **memorial service** or interment of a member of their immediate family will, upon advance request and proof of such travel, be granted two additional paid days of **Bereavement** leave. **Bereavement** leave will be paid only upon request and with accompanying written particulars of the **Bereavement** Leave requested. Immediate family members are defined as a parent, step parent, spouse, child, stepchild, foster child, brother, sister, grandparent, grandchild or spouse's grandparents, parent-in-law, brother-in-law, sister-in-law, aunt or uncle.

Section 18.5. When an employee is absent from work in order to serve as a juror in response to a jury duty summons, the employee shall be granted up to five days per calendar year. Pay shall be computed at the employee's straight-time rate at the time of service including any shift differential.

Section 18.5.a To receive pay for jury duty, the employee must promptly notify his or her supervisor and provide the supervisor with a copy of the Court notice.

Section 18.6. An employee on the active payroll of the Company who is required to annually engage in two (2) weeks (up to fourteen (14) days) of military reserve training shall be granted a leave of absence for the period of the training and shall be paid the difference between the pay received for the training period and the amount of wages the employee would have received for a standard two (2) week work schedule. Standard for the purposes of this section shall mean a forty (40) hour weekly work schedule at the employee's straight time rate of pay including any shift differential.

Section 18.7 The Company will fully comply with the requirements of the Uniformed Services Employment and Reemployment Rights Act (USERRA) for employees ordered to active duty with the Armed Forces of the United States.

## **ARTICLE 19** **MISCELLANEOUS**

Section 19.1 The Company and the Union agree that the provisions of this Agreement shall apply to all employees covered by it without discrimination. In carrying out their respective obligations under the terms of this Agreement, neither the Company nor the Union shall discriminate against any employee due to race, color, age, religion, sex, national origin, disability or record of prior military service.

Section 19.2 In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of the provisions. The Company and the Union agree to comply with the law.

Section 19.3 The provisions of this Agreement shall be binding upon the Company and its successors, assigns or future purchasers, and all of the terms and obligations herein contained shall not be affected or changed in any respect by the consolidation, merger, sale, transfer or assignment of the Company or any or all of its property, or affected or changed in any respect by any change in the legal status, ownership or management of the Company. It is the intent of this Agreement to promote industrial peace and harmony, to ensure continuity of employment

and representation, to maintain the current and prospective level of wages, benefits and working conditions derived through good faith collective bargaining regardless of the identity of the employer organization having jurisdiction over the work of this bargaining unit.

Section 19.4 The Company will provide and maintain any and all specialty tools, tools furnished by the government, and equipment required to perform the work of the craft at Tinker AFB. Effective 1 February, 2011 the Company will provide a tool allowance of \$6.00 per pay period for each employee currently utilizing their own tools and to assist in replacement of tools. **Effective 1 February, 2014 the Company will provide a tool allowance of \$7.00 per pay period for each employee currently utilizing their own tools and to assist in replacement of tools.** Eligibility and provisions of the tool allowance will appear in Appendix "C" of the Agreement.

Section 19.5 The Company will provide essential job-related education or training for all employees. The Company will continue to provide specialized training in the members craft according to regular job requirements. Multiple training opportunities in the same craft will be distributed among the incumbents in that craft. The Company will locate, provide and compensate appropriate training for all members.

Section 19.6 The Company and the Union will share the printing costs of the new Collective Bargaining Agreement within 90 days of the effective date of the Agreement. The agreements will be printed at a Union printing shop.

## **ARTICLE 20**

### **TINKER SUPPORT SERVICES JV., AND DUNAMIS POWER SYSTEMS AND ADVANCIA CORPORATION BENEFITS**

Section 20.1. As these plans are provided by outside vendors and/or are Company-wide plans, the Company may find it necessary or desirable to amend, revise or replace some or all of the plans during the life of this Agreement between the parties. Should this occur, the Company will immediately advise the Union of such changes and will meet as soon as possible with the Union to negotiate modifications to this Article in accordance with the Agreement. The Company agrees to continue to offer a health plan throughout the term of the collective bargaining agreement. The maximum employee contribution percentage detailed below and the overall equivalency of the benefit plans to which the Company contributes shall be maintained for each plan year. If the parties cannot reach agreement on the employee contribution percentages or maintaining overall equivalency of the benefit plans, the parties will submit the issues to binding arbitration in accordance with Article 5 of this agreement.

Section 20.2 Insurance rates will be published prior to November 1 of each year and will be effective January 1 of the following year. For all years of this agreement the premiums for medical, dental and vision will be shared according to the following table:

Plan Option Selected

Employee Percentage of Total Premium

Enhanced Option

20%

Core Option

10%

When the rates are published (prior to November 1 of each year), a schedule specifying the total rates, company contributions and employee contributions will be attached to the collective bargaining agreement. Agreement on overall equivalency of the benefits plan and contributions may be negotiated, if required. In the event of changes in plan equivalency the parties will open negotiations on the employee contributions percentages. Otherwise the percentages shown above will be effective for all years of the agreement.

Appendix G shall reflect the Health and Welfare benefits for TSS JV. Appendix H shall reflect the Health and Welfare benefits for Advancia Corporation. Appendix I shall reflect the Health and Welfare benefits for Dunamis Power Systems.

Short Term Disability: The Company will provide the 66 2/3% option of short term disability insurance at no cost to the employee. Employees may purchase the 75% option at an additional cost for the term of this Agreement. Rates for subsequent years will be published annually prior to November 1.

Long Term Disability: The Company will offer the following options of long term disability insurance at the employee costs shown for the term of this Agreement:

- Option
- 50%
- 60%
- 70%

Rates for subsequent years will be published annually prior to November 1.

Employee Life: The Company will provide coverage equal to 2X the employee's base annual salary at no cost to the employee.

Employee AD&D: The Company will provide coverage equal to 1X the employee's base annual salary at no cost to the employee.

Employees will contribute the premiums for additional employee life, additional employee AD&D, and dependent life insurance plans."

Section 20.3. All employee benefits provided by this Agreement are properly a part of the Wage Determination issued by the U. S. Department of Labor for the employees covered by this Agreement, and shall be fully binding on any successor contractor or successor employer, including the Company.

Section 20.4. The Company agrees to allow employees to participate in the Machinists Customer Choice Worksite Benefits Program as outlined in Appendix D.

## **ARTICLE 21**

### **SAFETY**

Section 21.1 Health and Safety. The company will continue to make reasonable provisions for the safety and health of employees. The union shall have the right to confer with the company on matters pertaining to safety of the employees, a safety committee composed of one (1) employees at each project (shop) location appointed by the union and up to a like number appointed by the company will be formed to consider matters relative to these issues. The safety committee shall meet as required (but at least monthly) to conduct investigations and advise management.

The duties of the joint safety committee will be to advise on matters pertaining to company compliance with applicable laws and regulations, and make appropriate recommendations for the maintenance of proper standards. The principal duty of the joint safety committee will be to assure uniform application of such regulations and standards.

The union shall cooperate with the company to keep the plant in a safe, clean and sanitary condition. It is agreed by both parties that high standards of safety are to be maintained. No set of safety regulations, however, can comprehensively cover all possible unsafe working practices. Therefore, the union and the company undertake to promote in every practicable way the realization of the responsibility of the individual employee with regard to preventing accidents to himself or his fellow employees.

Section 21.2 Safety devices and all Personal Protective Equipment shall be furnished at no cost to the employee if required by the Company or law. The Company **will issue a voucher (at employee's option), or** reimburse employees for the cost of safety shoes/boots not to exceed \$135.00 annually from the date of last purchase, effective February 1, 2011 upon presentation of a receipt. **Effective February 1, 2014 the \$135.00 will increase to \$150.00.**

For eligible employees, the Company **will issue a voucher (at employee's option) or** reimburse employees for the purchase of foul weather gear (coveralls, rain suits, gloves, long johns, hats) up to One Hundred Fifty Dollars (\$150.00) upon presentation of a receipt every other year of the contract.

See Appendix "F" for purchase of Foul Weather gear and eligibility requirements.

The Company **will issue a voucher (at the employee's option) or** reimburse to a maximum of \$200.00 for the cost for prescription safety glasses (lenses and frames), not to exceed one pair

per year, to those employees that have been prescribed corrective lenses, which meets the specifications for industrial type safety effective 1 February, 2011.

Section 21.3 Hearing tests. Hearing tests will be conducted annually. A copy of all hearing test will be kept in the Human Resource Department and available upon request.

**ARTICLE 22**  
**PENSION PLAN & SAVINGS AND INVESTMENT PLAN**

Section 22.1 The Companies shall contribute to the I.A.M. National Pension Fund, National Pension Plan for each hour or portion thereof to a maximum of 40 hours per work week for which employees in all job classifications covered by this Agreement are entitled to receive pay under this Agreement as follows:

\$1.95	per	hour	effective	February 1, 2013
<b>\$2.10</b>	per	hour	effective	February 1, <b>2014</b>
<b>\$2.20</b>	per	hour	effective	February 1, <b>2015</b>
<b>\$2.30</b>	per	hour	effective	February 1, <b>2016</b>

Section 22.2 The Company shall continue contributions based on a forty (40) hour work week while an employee is off work in pay status due to paid vacations, paid holidays, paid sick leave, paid personal leave and/or other paid time off covered by this Agreement.

Section 22.3 Contributions for a new part-time and/or new full-time employee shall be payable from the first day following the completion of the probationary period.

Section 22.4 The Union and Company will adopt and agree to be bound by, and hereby assent to, the Trust Agreement, dated May 1, 1960, as amended, creating the I.A.M. National Pension Fund and the Plan rules adopted by the Trustees of the I.A.M. National Pension Fund in establishing and administering the foregoing Plan pursuant to the said Trust Agreement, as currently in effect and as the Trust and Plan may be amended from time to time.

Section 22.5 The parties acknowledge that the Trustees of the I.A.M. National Pension Fund may terminate the participation of the employees and the Company in the Plan if the successor collective bargaining agreement fails to renew the provisions of this pension Article or reduces the Contribution Rate. The parties may increase the Contribution Rate and/or add job classifications or categories of hours for which contributions are payable.

Section 22.6 This Article contains the entire Agreement between the parties regarding pension and retirement under this Plan and any contrary provisions in this Agreement shall be void. No oral or written modification of this Agreement shall be binding upon the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement or arbitration decision with respect to the obligation to contribute shall be binding upon the Trustees of the Pension Fund.

Section 22.7 Bargaining unit employees may participate in the IAM National 401K Savings Plan as described in the Plan Documents and Rules, on a voluntary basis. There will be no Company discretionary or matching contributions to this Plan in behalf of employees covered by this Agreement.

The Employer will make authorized weekly/biweekly pre-tax and/or after tax deductions of a percentage of the employee's current earnings for each pay period. All employees covered by this Agreement will be automatically enrolled at a fixed percentage of 3% from their pre-tax wages; and this percentage will be forwarded to the Fund by the Employer unless the employee affirmatively elects not to have the automatic deduction or elects to have a different percentage deducted from his or her wages.

Deduction Remittance and Participation shall be governed by the I.A.M. National 401(k) Plan Standard Contract Language signed by all parties.

**I.A.M. NATIONAL PENSION FUND  
I.A.M. NATIONAL 401(K) PLAN**

**STANDARD CONTRACT LANGUAGE**

- A. The undersigned Employer wishes to become a Contributing Employer to the I.A.M. National 401(k) Plan for all its employees who are working under an I.A.M. Collective Bargaining Agreement effective **26 August, 2013 through 21 August, 2016.**
- B. The Employer will make authorized weekly/biweekly pre-tax and/or after tax deductions of a percentage of the employees' current earnings for each pay period. All employees covered by this Agreement will be automatically enrolled at a fixed percentage of 3% from their pre-tax wages; and this percentage will be forwarded to the Fund by the Employer unless the employee affirmatively elects not to have the automatic deduction or elects to have a different percentage deducted from his or her wages.
- C. All such deductions shall be deposited by the Employer with the Plan by forwarding them to:
- I.A.M. National Pension Fund,  
I.A.M. National 401(k) Plan  
P.O. Box 64341  
Baltimore, MD 21264-4341
- or such other address as the Trustees may require.
- D. Such deposits must be made on the earliest date on which the deducted amounts can be reasonably segregated from the Employer's general assets, but in no event later than the



seventh (7<sup>th</sup>) business day following the date of the payment to the employee from which the deductions are made.

- E. Participation in the Plan for a new employee will not commence until the employee completes any probationary period, but not more than 1,000 hours of service from the date of hire.
- F. The Employer agrees to make further deductions from the employee's wages of any monthly amount required by the Plan to pay back a loan taken from the Plan by the employee if applicable. Such amounts will be deducted and remitted to the Plan in accordance with paragraphs (A), (B) and (C).
- G. The Employer agrees to maintain and abide by the deferral election made by the employees, and to provide the Trustees of the Plan with all compensation and other data needed for the Trustees to administer the I.A.M. National 401(k) Plan in accordance with its terms and in accordance with applicable law.
- H. The Employer agrees to be bound by, and hereby assents to, the Amended and Restated Trust Agreement for the I.A.M. National Pension Fund and by the terms of the I.A.M. National 401(k) Plan currently in effect and as the Trust and Plan may be amended from time to time.
- I. This Agreement contains the entire agreement between the Employer and the I.A.M. National Pension Fund, I.A.M. National 401(k) Plan for the participation of this group of employees. No oral or written modification of this agreement shall be binding unless agreed to in writing by the Trustees of the I.A.M. National Pension Fund. No grievance procedure, settlement, or arbitration shall be binding on the Trustees of the I.A.M. National Pension Fund.
- J. This Agreement shall become effective upon its acceptance by the Trustees of the I.A.M. National Pension Fund. No employee deductions shall be remitted until notification of acceptance by the Trustees of the I.A.M. National Pension Fund.
- K. The Employer understands that the participation in the Plan of its employees is conditioned on their participation in a defined benefit pension plan and the Employer's compliance with Sections 401(a)(4), 410(b) and 401(k) of the Internal Revenue Code. Participation in the I.A.M. National 401(k) Plan is further conditioned upon the Plan not being a top-heavy Plan under Section 416 of the Internal Revenue Code with respect to the Employer's non-bargaining unit employees.
- L. The Employer agrees to provide the information and certifications required by the Trustees to monitor compliance with the Plan and the Internal Revenue Code, including compensation and other information regarding all Bargaining Unit employees of the Employer. If the Employer fails to comply with Sections 401(a)(4), 410(b) or 401(k) of the Internal Revenue Code, or if the Plan is top-heavy with respect to the Employer's employees, or if the Employer fails to provide information, certifications or additional sums required by the Trustees, the participation of the Employer's employees shall terminate. In addition, the Trustees may in their discretion terminate this agreement at any time by 60 days' written notice.

---

(Insert Name and Number of Lodge)

By \_\_\_\_\_ Date \_\_\_\_\_

(Authorized Officer and Title)

---

(Insert Name of Employer)

EMPLOYER'S IRS IDENTIFICATION NO.

Address \_\_\_\_\_

By \_\_\_\_\_ Date \_\_\_\_\_

(Authorized Officer and Title)

For plants or terminals located at:

---


**ARTICLE 23**  
**DURATION AND TERMINATION**


This Agreement shall be effective August 26, 2013 and shall continue in full force and effect through midnight, August 21, 2016 and therefore be automatically renewed from year to year, unless the party desiring termination or modification of the agreement serves written notice, by certified mail, upon the other party at least sixty (60) days prior to the expiration date of the agreement on August 21, 2016.

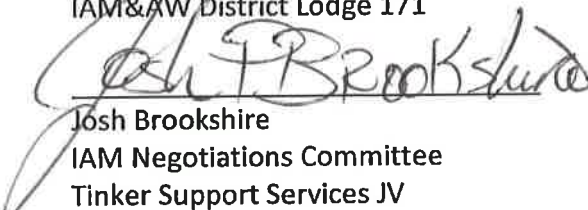
In witness whereof, the parties have caused this agreement to be executed by their authorized representative on the, 26th day of August, 2013.

INTERNATIONAL ASSOCIATION  
OF MACHINISTS AND AEROSPACE  
WORKERS, LOCAL LODGE 850 AND  
DISTRICT LODGE 171

BY:

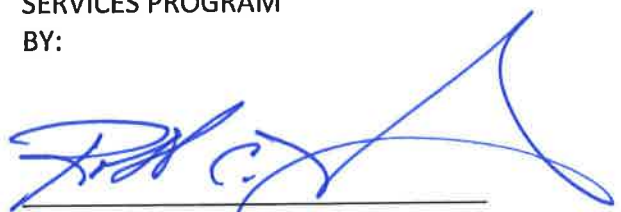
  
\_\_\_\_\_  
Tony L. Bennett  
Directing Business Representative  
IAM&AW District Lodge 171

  
\_\_\_\_\_  
Rick Boardman  
Business Representative  
IAM&AW District Lodge 171


  
\_\_\_\_\_  
Josh Brookshire  
IAM Negotiations Committee  
Tinker Support Services JV

  
\_\_\_\_\_  
Richard Campbell  
IAM Negotiations Committee  
Tinker Support Services JV

TINKER SUPPORT SERVICES, JV  
BASE CIVIL ENGINEERING  
SERVICES PROGRAM  
BY:

  
\_\_\_\_\_  
Robert C. Viramontes  
President, Majority Partner  
Tinker Support Services, JV

  
\_\_\_\_\_  
David Sperle  
Chief Financial Officer  
Advancia Corporation

  
\_\_\_\_\_  
Marty P. Minor  
President  
Dunamis Power Systems



---

**Robert Breaux**  
**IAM Negotiations Committee**  
**Tinker Support Services JV**



---

**Manuel Anderson**  
**IAM Negotiations Committee**  
**Dunamis Power Systems**

**APPENDIX 'A'**

	<b>Current</b>	<b>Effective 2/1/2014</b>	<b>Effective 2/1/2015</b>	<b>Effective 2/1/2016</b>
<b>JOB CLASSIFICATION</b>				
<b>Administrative Clerk</b>	\$17.52	\$18.47	\$18.93	\$19.41
<b>Administrative Clerk, Work Control</b>	\$ 17.52	\$18.47	\$18.93	\$19.41
Air Compressor Technician II	\$ 31.89	\$32.69	\$33.50	\$34.34
Air Compressor Technician III	\$ 35.44	\$36.33	\$37.23	\$38.17
Boiler Plant Operator	\$ 28.46	\$29.17	\$29.90	\$30.65
Boiler Operator Level III/IV	\$24.99	\$25.61	\$26.25	\$26.91
Buyer	\$ 27.00	\$27.68	\$28.37	\$29.08
Carpenter, Maintenance	\$ 23.47	\$24.06	\$24.66	\$25.27
Carpenter, Roofer	\$ 23.47	\$24.06	\$24.66	\$25.27
Carpet Layer	\$ 24.20	\$24.81	\$25.43	\$26.06
Operations Document Clerk	\$ 18.98	\$19.45	\$19.94	\$20.44
Electrician Maintenance	\$ 30.06	\$30.81	\$31.58	\$32.37
Electronics Tech Maint. II	\$ 31.89	\$32.69	\$33.50	\$34.34
Electronics Tech Maint. III	\$ 35.44	\$36.33	\$37.23	\$38.17
Engineering Support Technician/CADD	\$ 24.65	\$25.27	\$25.90	\$26.55
Engineering Support Technician/CADD Sr.	\$ 26.48	\$27.14	\$27.82	\$28.52
Engineering Technician, Inspector	\$ 26.48	\$27.14	\$27.82	\$28.52
Equipment Operator	\$20.32	\$20.83	\$21.35	\$21.88
<b>Fire Alarm System Mechanic</b>	\$ 25.22	\$27.00	\$27.68	\$28.37
Fire Suppression Mechanic	\$26.58	\$27.24	\$27.93	\$28.62
Fuel Dist. System Mechanic	\$ 26.45	\$27.11	\$27.79	\$28.48
General Maintenance Worker	\$ 21.27	\$21.80	\$22.35	\$22.91
GIS Technician	\$ 21.55	\$22.09	\$22.64	\$23.21
GIS Technician Sr.	\$ 27.40	\$28.09	\$28.79	\$29.51
Haz-Mat Coordinator	\$ 24.65	\$25.27	\$25.90	\$26.55
Heating, Refig. & A/C Mech.	\$ 26.45	\$27.11	\$27.79	\$28.48
Heavy Equipment Mechanic	\$ 23.47	\$24.06	\$24.66	\$25.27
Heavy Equipment Operator	\$ 24.95	\$25.57	\$26.21	\$26.87
Housing Referral Clerk	\$ 24.02	\$24.62	\$25.24	\$25.87
IWTP Lab Analyst	\$ 26.07	\$26.72	\$27.39	\$28.07
IWTP Operator	\$ 25.36	\$25.99	\$26.64	\$27.31
Laborer	\$ 13.21	\$13.54	\$13.88	\$14.23
Locksmith	\$ 23.47	\$24.06	\$24.66	\$25.27
Machinery Maintenance Mech	\$ 24.95	\$25.57	\$26.21	\$26.87
Machinists, Maintenance	\$ 25.22	\$25.85	\$26.50	\$27.16
Maintenance Trades Helper	\$ 18.34	\$18.80	\$19.27	\$19.75

Master Locksmith	\$ 25.64	\$26.28	\$26.94	\$27.61
Material Supply Clerk	\$18.09	\$18.54	\$19.01	\$19.48
<b>Pipe Fitter, Maintenance</b>	\$26.39	\$27.05	\$27.73	\$28.42
Planner	\$24.65	\$25.27	\$25.90	\$26.55
Planner, Licensed	\$31.10	\$31.88	\$32.67	\$33.49
Plant Control Specialist II	\$31.90	\$32.70	\$33.51	\$34.35
Plant Control Specialist III	\$35.44	\$36.33	\$37.23	\$38.17
<b>Plumber, Maintenance</b>	\$25.37	\$27.00	\$27.68	\$28.37
Power Production Technician	\$23.47	\$24.06	\$24.66	\$25.27
<b>Production Control Clerk</b>	\$20.46	\$21.48	\$22.02	\$22.57
<b>Production Control Clerk, Senior</b>	\$22.80	\$23.88	\$24.49	\$25.09
RCM Mechanic	\$24.95	\$25.57	\$26.21	\$26.87
RCM Technician	\$35.44	\$36.33	\$37.23	\$38.17
<b>Sheet Metal Worker</b>	\$25.22	\$27.00	\$27.68	\$28.37
Steam & Chill System Insulator	\$23.58	\$24.17	\$24.77	\$25.39
Stock Clerk	\$19.59	\$20.08	\$20.58	\$21.10
Utility Construction Administrator	\$25.32	\$25.95	\$26.60	\$27.27
Warehouse Specialist	\$18.24	\$18.70	\$19.16	\$19.64
<b>Welder, Combination, Maint</b>	\$24.19	\$27.00	\$27.68	\$28.37

It is understood and agreed that employees occasionally perform Davis-Bacon work and will be paid the Davis-Bacon rate or their current rate, whichever is higher. In addition, when performing Davis-Bacon work, the employee will continue to receive the Paid Time Off, Group Insurance and Pension benefits under this Agreement and will receive payment of any difference between the cost to the Company of such benefits under this Agreement and the Davis-Bacon fringe rate if the latter is higher.

**APPENDIX B**  
**COMPANY RULES**

**CLEARING PROCEDURES**

A period of good conduct as specified in A or B below following a rule violation will result in marking of previously issued warning and suspension notices as "CLEARED." Such documents will be retained in the employee's personnel file but are not admissible in any in any grievance or arbitration proceedings under the CBA. A copy of the CLEARED record will be given to the employee and the appropriate Union Representative.

**A. Unfavorable Contact Reports Not Involving a Suspension:**

Written warning notices not involving a suspension will be cleared six months from date of issue.

**B. Unfavorable Contact Reports Involving a Suspension:**

Written warning notices involving a suspension will be cleared one year from date of issue.

**EXCESSIVE RULE VIOLATIONS**

- A. An employee receiving three written warnings not involving a suspension (not necessarily on the same rule) within a six-months period, none of which have been cleared by the above procedure, will be subject to a three day suspension.
- B. An employee receiving a combination of two written warnings not involving a suspension and one written warning involving a suspension (not necessarily on the same rule), none of which have been cleared by the above procedure, will be discharged.
- C. An employee receiving two written warning (not on the same rule) involving a suspension, neither of which have been cleared by the above procedure, will be discharged.

The following violations will cause the specified penalties to be assessed:

Rule #	Violation	Penalty For Each Offense			
		1st	2nd	3rd	4th
1.	Vending, or collecting contributions or distributing literature in working areas without permission of a	Written Warning	Written Warning	Three Day Suspension	Discharge

	designated Company representative				
2.	Unsatisfactory quality or quantity of work.	Written Warning	Written Warning	Three Day Suspension	Discharge
3.	Violating assigned work schedules by reporting late, unless excused, three times in a 30-day period.	Written Warning	Written Warning	Three Day Suspension	Discharge
4.	Unauthorized absence of one work day/shift.	Written Warning	Written Warning	Three Day Suspension	Discharge
5.	Violating assigned work schedules by preparing to quit work for the day prior to specified time.	Written Warning	Written Warning	Three Day Suspension	Discharge
6.	Smoking in government vehicle or in unauthorized area	Written Warning	Written Warning	Three Day Suspension	Discharge
7.	Receiving a citation from Security Forces in a Company vehicle (moving, invalid vehicle registration documents)	Written Warning	Written Warning	Three Day Suspension	Discharge
8.	Violating assigned work schedules by failing to work scheduled overtime (Unless excused).	Written Warning	Three Day Suspension	Discharge	
9.	Failing to immediately notify supervisor, safety manager or Company representative of an on-the-job accident, as allowed by Oklahoma law.	Written Warning	Three Day Suspension	Discharge	
10.	Discrimination or harassment against fellow employees, customer representatives, or other contractor personnel at any time in areas assigned to the Company.	Written Warning	Three Day Suspension	Discharge	
11.	Unauthorized use or misuse of Government/Company Computer System	Written Warning	Three Day Suspension	Discharge	
12.	Leaving early or leaving the facility during working hours without authorization.	Written Warning	Three Day Suspension	Discharge	
13.	Excessive Absenteeism.	Written Warning	Three Day Suspension	Discharge	



14.	Threatening, intimidating, coercing or interfering with or making defamatory, vicious, or malicious statements against any employee, customers, the Company or its products or services.	Written Warning	Three Day Suspension	Discharge	
15.	Violating safety, or health regulations or established safety and health practices. <b>Depending on the severity of the violation management may move directly to step 2 or 3.</b>	Written Warning	Three Day Suspension	Discharge	
16.	Performing unauthorized work on personal property within areas or buildings assigned to the Company.	* 3 Day Suspension or Discharge	Discharge		
17.	Performing other work or activity, which interferes with the employee's attendance or performance of Company duties, or is considered a conflict of interest by the Company.	* 3 Day Suspension or Discharge	Discharge		
18.	Intentionally and/or willfully altering, defacing, mutilating, abusing, destroying, or wasting government or company, property, records, or equipment.	* 3 Day Suspension or Discharge	Discharge		
19.	<b>Negligence or careless behavior which causes loss or damage to property and/or causes injury to another person shall result in the following discipline:</b>				
19a	<b>Loss or damage to property under \$500.00</b>	Written Warning	3 Day Suspension	Discharge	
19b	<b>Loss or damage to property \$500.00 or over</b>	*3 Day Suspension or Discharge	Discharge		

19c	Any injury to another	* 3 Day Suspension or Discharge	Discharge		
20.	Insubordination.	* 3 Day Suspension or Discharge	Discharge		
21.	Sleeping on duty.	* 3 Day Suspension or Discharge	Discharge		
22.	Attempting to or deliberately restricting output while on duty.	* 3 Day Suspension or Discharge	Discharge		
23.	Positive for results for alcohol and/or drugs under the policy. Possession, consummation, use, transfer or being under the influence of alcoholic beverages, inhalants, intoxicants, illegal drugs, narcotics, or the misuse of legal drugs, on Company time. Failure to pass random drug test.	Discharge			
24.	Fighting, inciting a fight, or attempting to physically injure others on Company time.	Discharge			
25.	Theft, attempted theft, or unauthorized removal of property of other employees the Company, the government, or others on Company time or in areas assigned to the Company at any time.	Discharge			
26.	Unauthorized possession of weapons or explosives on Company time or in areas assigned to the Company at any time.	Discharge			
27.	Unauthorized absence for three consecutive working days.	Discharge			
28.	Falsification of personnel or other Company records.	Discharge			

29.	Deliberate falsification of facts to management or any other form of dishonesty	Discharge			
30.	Failure to apply for renewal of a Company required license within 10 work days of expiration	No Reimbursement from Company			

\* Dependent on the severity of the violation.

**APPENDIX C**  
**TOOL ALLOWANCE**

The Company will provide and maintain any and all specialty tools, tools furnished by the government, and equipment required to perform the work of the craft at Tinker AFB. Effective 1 February, 2011 the Company will provide a tool allowance of \$6.00 per pay period for each employee currently utilizing their own tools and to assist in replacement of tools. Eligibility of the allowance will be by mutual agreement of the Company and the Union and appears in this Appendix. **Effective 1 February 2014 the \$6.00 will increase to \$7.00.**

It has been agreed by TSS JV and the Unions that participation in the tool allowance program is mandatory for employees employed in the following crafts:

Locksmith  
Plant Maintenance  
Electrician  
HVAC Technician  
Controls Technician  
Plumber  
Carpenter, Maintenance  
Welder  
Sheet Metal Worker, Maintenance  
Machinery Maintenance Mechanic  
Machinist, Maintenance  
**Fire Alarm System Mechanic**  
**Fire Suppression Mechanic**

**RESPONSIBILITY**

It is the employee's responsibility to provide the required tools and to ensure they are properly marked and kept in good working condition as determined by the shop supervisor.

Supervisory personnel are responsible for ensuring employees are providing and properly maintaining the required tools.

Logistics personnel are responsible for managing the recurring tool inventory process and coordinating the communication between shop supervisors and the human resources department.

Human Resources personnel are responsible for providing the payroll department with status changes relating to tool allowance payments.

Payroll department personnel are responsible for ensuring accurate tool allowance payments.

## PROCESSES

Supervisory personnel along with Union Representatives will develop a list of tools that will be required, by craft, for each employee in the tool allowance program. Once established the tool list cannot be changed without mutual agreement by TSS JV and the Union.

Human Resources personnel, in conjunction with supervisory personnel, will develop and maintain an ongoing list of employees participating in the tool allowance program. Human resources personnel will prepare a Personnel Action Notice (PAN) for each employee participating in the tool allowance program and will provide the PAN to the payroll department for processing.

Newly hired employees participating in the tool allowance program will have five working days from date of hire to demonstrate to their supervisor that they are meeting the requirements of the tool allowance program.

Upon termination of employment, it is the employee's responsibility to ensure all personal tools are accounted for and removed from the work site.

Tools provide by the employee as requirements of the tool allowance program are the responsibility of the employee and TSS JV will not be held liable for lost or stolen tools.

Periodic tool inventory counts and inspections will be conducted by shop supervisory personnel. If a tool inventory count is found to be deficient, the employee will be given five working days to get back in compliance. Failure to comply with tool allowance program requirements will result in the monthly premium being withheld until the tool count is no longer deficient.

## PROGRAM OPERATION

A semi-annual tool inventory count and inspection will be conducted by shop supervisory personnel on the following schedule:

	(1)	(2)	(3)	(4)	(5)
	Conduct Count & Inspection	Compliance Period	Update to Logistics	Update to HR	PAN to Payroll
1 <sup>st</sup> Inspection	2 <sup>nd</sup> week of April	3 <sup>rd</sup> week of April	NLT COB 4 <sup>th</sup> Monday	NLT COB 4 <sup>th</sup> Wednesday	NLT COB 4 <sup>th</sup> Friday
2 <sup>nd</sup> Inspection	2 <sup>nd</sup> week of October	3 <sup>rd</sup> week of October	NLT COB 4 <sup>th</sup> Monday	NLT COB 4 <sup>th</sup> Wednesday	NLT COB 4 <sup>th</sup> Friday

## APPENDIX "D"

### MACHINISTS CUSTOM CHOICE WORKSITE BENEFITS PROGRAM

It is understood and agreed between the parties that the Machinists Custom Choice Worksite Benefits Program of supplemental insurance benefits will be offered to employees in the bargaining unit through their designated agent, Employee Benefit Systems, Inc. (EBS). Members of the bargaining unit will be given an opportunity to spend up to fifteen minutes with an EBS Counselor at the worksite during normal working hours, once per year. The Company reserves the right to coordinate the schedule with EBS to prevent conflict with mission requirements.

The Company will honor payroll deduction requests and remit deductions to the underwriting insurance Company designated by EBS on a schedule, which is mutually agreed to by the Company and EBS. The Union will defend, save, and hold harmless and indemnify the Company from any and all claims, demands, suits or any other forms of liability that shall arise out of the execution of this letter by the Company.

The company agrees to implement the provisions of this letter as soon as possible after the administrative systems and financial requirements are worked out between the Company and EBS.

The parties agree that the provision of this letter of Understanding will be effective for the term of the current Collective Bargaining Agreement between the parties unless rescinded or amended earlier by mutual agreement between the parties.

**APPENDIX "E"**

**APPRENTICESHIP PROGRAM**

It is agreed that the Apprenticeship Standards Program formulated by TSS JV, Advancia Corporation and Dunamis Power Systems and the International Association of Machinists and Aerospace Workers Local Lodge 850 will be registered with the Bureau of Apprenticeship and Training U. S. Department of Labor and will be implemented for the employees in this bargaining unit when mutually agreeable program structure and assignments **has been** identified.

**APPENDIX "F"**

**FOUL WEATHER GEAR**

**ARTICLE 21 - SAFETY**

The parties have reviewed and discussed the following provisions of the CBA:

**Section 21.2, Paragraph 2**

For eligible employees, the Company agrees to **issue a voucher (at the employee's option) or** reimburse employees for the purchase of foul weather gear (coveralls, rain suits, gloves, long johns, hats) up to One Hundred Fifty Dollars (\$150.00) upon presentation of a receipt every other year of the contract

We hereby agree as follows:

**Purchasing Process:**

1. The company shall **issue a voucher (at the employee's option) or** reimburse employees as required.
2. Only the items as specified above (coveralls, rain suits, gloves, long johns, hats) are approved for purchase. The company also allows quilted overalls and quilted or flannel-lined jackets as part of this gear.
3. Employees may substitute a heavy quilted shirt as an alternate for a flannel-lined jacket and may substitute a heavy quilted vest as an alternate for a quilted jacket.
4. Employees are reminded that it is not necessary to spend all of the \$150.00 if not needed for purchase of such foul weather gear.

**Eligible Classifications:**

The Union and Company agree the foul weather gear will be available for purchase per Article 21 for the following classifications. Changes to the following eligible classifications can be made with mutual agreement of the Union and the Company.

Air Compressor Technician II and III

Boiler Operator (if they are assigned to roving patrols on outside equipment)

Carpenter

Carpet Layer

Electrician

Electronics Tech Maintenance II and III



Equipment Operator (**will be eligible for annual reimbursement for foul weather gear**)

Engineering Technician, Inspectors

**Fire Alarm System Mechanic**

**Fire Suppression Mechanic**

Fuel Distribution System Mechanic (will be eligible for annual reimbursement for foul weather gear)

General Maintenance Worker

Heat/Vent/AC Technician

Heavy Equipment Operator

Heavy Equipment Mechanic

IWTP Operator

Laborer

Machinery Maintenance Mechanic

Maintenance Trades Helper

Pipe Fitter Maintenance (**will be eligible for annual reimbursement for foul weather gear**)

Plant Control Specialist II and III

Plumber

Power Production Technician

RCM Mechanic

RCM Technician

Warehouse Specialist

Welder

**APPENDIX 'G'**  
TSS JV Benefit Plan

All Full-time employees may participate in the Company's group benefits package including medical, dental, vision, short-term disability, long-term disability, life (2X annual salary Company paid), AD&D, (1X annual salary Company paid) and dependent life. Employees who participate will contribute to the total premium as follows based on the option(s) selected:

Employees will contribute the following percentages of the total premiums for Medical Insurance, Dental Insurance, and Vision Insurance for plan year 2013. For all subsequent years of the Agreement, rates will be published prior to November 1.

Enhanced      20%  
Core            10%

**Bi-Weekly Cost**

**Medical**

	Employee Share 1/1/13	Company Share 1/1/13
Enhanced		
Employee	\$ 80.04	\$ 320.18
Employee+1	\$180.81	\$ 723.26
Family	\$263.68	\$1,054.73

	Employee Share 1/1/13	Company Share 1/1/13
Core		
Employee	\$ 29.49	\$265.37
Employee +1	\$ 67.19	\$604.71
Family	\$100.94	\$908.51

**Dental**

	Employee Share 1/1/13	Company Share 1/1/13
Enhanced		
Employee	\$ 4.68	\$18.72
Employee + 1	\$ 9.06	\$36.22
Family	\$13.43	\$53.73

	Employee Share 1/1/13	Company Share 1/1/13
Core		
Employee	\$1.95	\$17.56
Employee+1	\$3.77	\$33.96
Family	\$5.60	\$50.37

**Vision**

	Employee Share 1/1/13	Company Share 1/1/13
Employee	\$1.18	\$ 4.72
Employee +1	\$2.20	\$ 8.78
Family	\$3.21	\$12.83

Short Term Disability: The Company will provide the 66 2/3% option of short term disability insurance at no cost to the employee. Employees may purchase the 75% option at an additional cost for the term of this Agreement. Rates for subsequent years will be published annually prior to November 1.

Long Term Disability: The Company will offer the following options of long term disability insurance at the employee costs for the term of this Agreement:

- Option
- 50%
- 60%
- 70%

Rates for subsequent years will be published annually prior to November 1.

Employee Life: The Company will provide coverage equal to 2X the employee's base annual salary at no cost to the employee.

Employee AD&D: The Company will provide coverage equal to 1X the employee's base annual salary at no cost to the employee.

Employees will contribute the premiums for additional employee life, additional employee AD&D, and dependent life insurance plans.

**APPENDIX 'H'**

**Advancia Corporation Benefit Plan**

All Full-time employees may participate in the Company's group benefits package including medical, dental, vision, short-term disability, long-term disability, life (2X annual salary Company paid), AD&D, (1X annual salary Company paid) and dependent life. Employees who participate will contribute to the total premium as follows based on the option(s) selected:

Employees will contribute the following percentages of the total premiums for Medical Insurance, Dental Insurance, and Vision Insurance for plan year 2013. For all subsequent years of the Agreement, rates will be published prior to November 1.

Enhanced      20%  
Core            10%

**Bi-Weekly Cost**

**Medical**

	Employee Share	Company Share
Enhanced	1/1/13	1/1/13
Employee	\$37.37	\$120.27
Employee + Spouse	\$87.15	\$287.78
Employee + Child	\$87.15	\$189.02
Family	\$117.16	\$370.98

	Employee Share	Company Share
Core	1/1/13	1/1/10
Employee	\$15.59	\$131.14
Employee + Spouse	\$35.84	\$303.35
Employee + Child	\$35.84	\$225.94
Family	\$48.88	\$406.32

**Dental**

	Employee Share	Company Share
	1/1/13	1/1/13
Employee	\$3.78	\$12.44
Employee + 1	\$7.88	\$27.20
Family	\$13.52	\$47.30

Vision

	Employee Share 1/1/13	Company Share 1/1/13
Employee	\$0.80	\$3.03
Employee +1	\$1.26	\$4.95
Family	\$2.00	\$8.00

Employees will contribute the following percentages of the total premiums for Medical Insurance, Dental Insurance, and Vision Insurance for plan year 2013. For all subsequent years of the Agreement, rates will be published prior to November 1.

Short Term Disability: The Company will provide the 66 2/3% option of short term disability insurance at no cost to the employee. Employees may purchase the 75% option at an additional cost for the term of this Agreement. Rates for subsequent years will be published annually prior to November 1.

Long Term Disability: The Company will offer the following options of long term disability insurance at the employee costs for the term of this Agreement:

Option

- 50%
- 60%
- 70%

Rates for subsequent years will be published annually prior to November 1.

Employee Life: The Company will provide coverage equal to 2X the employee's base annual salary at no cost to the employee.

Employee AD&D: The Company will provide coverage equal to 1X the employee's base annual salary at no cost to the employee.

Employees will contribute the premiums for additional employee life, additional employee AD&D, and dependent life insurance plans.

**APPENDIX 'I'**

**Dunamis Power Systems Benefit Plan**

All Full-time employees may participate in the Company's group benefits package including medical, dental, vision, short-term disability, long-term disability, life (2X annual salary Company paid), AD&D, (1X annual salary Company paid) and dependent life. Employees who participate will contribute to the total premium as follows based on the option(s) selected:

Employees will contribute the following percentages of the total premiums for Medical Insurance, Dental Insurance, and Vision Insurance for plan year 2013. For all subsequent years of the Agreement, rates will be published prior to November 1.

Enhanced      20%  
Core            10%

**Bi-Weekly Cost**

Medical

Enhanced

<b>MCPOS Premier / Enhanced 80/20</b>			
<b>Age</b>	<b>Employee Only</b>		
	<b>Male</b>	<b>Employee</b>	<b>Employer</b>
<= 20	72.43	6.68	26.74
20-24	72.43	6.68	26.74
25-29	90.17	8.32	33.30
30-34	121.68	11.23	44.93
35-39	147.40	13.61	54.42
40-44	182.67	16.86	67.45
45-49	233.59	21.56	86.25
50-54	359.84	33.22	132.86
55-59	497.02	45.88	183.52
60-64	586.98	54.18	216.73
65+	234.23	21.62	86.48

<b>Age</b>	<b>EE &amp; Spouse</b>		
	<b>Male</b>	<b>Employee</b>	<b>Employer</b>
<= 20	238.37	10.15	40.62
20-24	238.37	10.15	40.62
25-29	304.35	28.09	112.37
30-34	373.81	34.50	138.02
35-39	399.53	36.88	147.51
40-44	440.67	40.67	162.71
45-49	537.50	49.61	198.46
50-54	726.98	67.10	268.42
55-59	942.25	86.97	347.90
60-64	1105.08	102.00	408.02
65+	461.83	42.63	170.52

<b>Age</b>	<b>EE &amp; Child(ren)</b>		
	<b>Male</b>	<b>Employee</b>	<b>Employer</b>
<= 20	273.93	11.67	46.68
20-24	273.93	11.67	46.68
25-29	291.68	26.92	107.69
30-34	323.19	29.83	119.33
35-39	348.90	32.20	128.82
40-44	384.17	35.46	141.84
45-49	435.09	40.15	160.64
50-54	561.33	51.81	207.25
55-59	698.52	64.47	257.91
60-64	788.48	72.78	291.12
65+	290.84	26.84	107.38

<b>Age</b>	<b>EE &amp; Family</b>		
	<b>Male</b>	<b>Employee</b>	<b>Employer</b>
<= 20	474.49	20.21	80.86
20-24	474.49	20.21	80.86
25-29	540.48	49.89	199.56
30-34	609.94	56.30	225.20
35-39	635.65	58.67	234.70
40-44	676.79	62.47	249.89
45-49	773.63	71.41	285.64
50-54	963.11	88.90	355.61
55-59	1178.38	108.77	435.09
60-64	1341.20	123.80	495.21
65+	528.17	48.75	195.01

<b>Age</b>	<b>Employee Only</b>		
	<b>Female</b>	<b>Employee</b>	<b>Employer</b>
<= 20	165.94	15.31	61.27
20-24	165.94	15.31	61.27
25-29	214.18	19.77	79.08
30-34	252.13	23.27	93.09
35-39	252.13	23.27	93.09
40-44	258.00	23.81	95.26
45-49	303.92	28.05	112.21
50-54	367.15	33.89	135.56
55-59	445.23	41.10	164.39
60-64	518.10	47.82	191.29
65+	227.60	21.00	84.03

<b>Age</b>	<b>EE &amp; Spouse</b>		
	<b>Female</b>	<b>Employee</b>	<b>Employer</b>
<= 20	238.37	22.00	88.01
20-24	238.37	22.00	88.01
25-29	304.35	28.09	112.37
30-34	373.81	34.50	138.02
35-39	399.53	36.88	147.51
40-44	440.67	40.67	162.71
45-49	537.50	49.61	198.46
50-54	726.98	67.10	268.42
55-59	942.25	86.97	347.90
60-64	1105.08	102.00	408.02
65+	461.83	42.63	170.52

<b>Age</b>	<b>EE &amp; Child(ren)</b>		
	<b>Female</b>	<b>Employee</b>	<b>Employer</b>
<= 20	367.44	33.91	135.66
20-24	367.44	33.91	135.66
25-29	415.68	38.37	153.48
30-34	453.63	41.87	167.49
35-39	453.63	41.87	167.49
40-44	459.50	42.41	169.66
45-49	505.42	46.65	186.61
50-54	568.65	52.49	209.96
55-59	646.73	59.70	238.79
60-64	719.60	66.42	265.69
65+	284.18	26.23	104.92



<b>Age</b>	<b>EE &amp; Family</b>		
	<b>Female</b>	<b>Employee</b>	<b>Employer</b>
<= 20	474.49	43.80	175.19
20-24	474.49	43.80	175.19
25-29	540.48	49.89	199.56
30-34	609.94	56.30	225.20
35-39	635.65	58.67	234.70
40-44	676.79	62.47	249.89
45-49	773.63	71.41	285.64
50-54	963.11	88.90	355.61
55-59	1178.38	108.77	435.09
60-64	1341.20	123.80	495.21
65+	528.17	48.75	195.01

### **Dental**

	<b>Employee Share</b>	<b>Company Share</b>
Enhanced/Premier	1/1/13	1/1/13
Employee	\$ 2.86	\$ 11.42
Employee + 1	\$ 6.57	\$ 26.27
Employee + 2	\$10.49	\$ 41.97

### **Vision**

	<b>Employee Share</b>	<b>Company Share</b>
	1/1/13	1/1/13
Employee	\$ .76	\$ 3.02
Employee + Spouse	\$ 1.20	\$ 4.80
Employee + Child	\$ 1.22	\$ 4.90
Employee + Family	\$ 1.98	\$ 7.90

Employees will contribute the following percentages of the total premiums for Medical Insurance, Dental Insurance, and Vision Insurance for plan year 2013. For all subsequent years of the Agreement, rates will be published prior to November 1.

**Short Term Disability:** The Company will provide the 66 2/3% option of short term disability insurance at no cost to the employee. Employees may purchase the 75% option at an additional cost for the term of this Agreement. Rates for subsequent years will be published annually prior to November 1.

Long Term Disability: The Company will offer the following options of long term disability insurance at the employee costs for the term of this Agreement:

Option

50%

60%

70%

Rates for subsequent years will be published annually prior to November 1.

Employee Life: The Company will provide coverage equal to 2X the employee's base annual salary at no cost to the employee.

Employee AD&D: The Company will provide coverage equal to 1X the employee's base annual salary at no cost to the employee.

Employees will contribute the premiums for additional employee life, additional employee AD&D, and dependent life insurance plans.

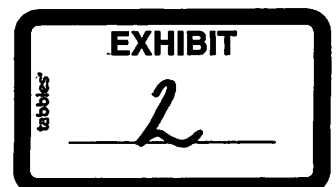
**CIVIL ENGINEERING  
SERVICES**

**OPERATIONS MANAGEMENT**

**TINKER AIR FORCE BASE, OK**

Prepared by:  
72d Civil Engineer Directorate  
72 ABW/CEN  
7535 5<sup>th</sup> St, Ste 101  
Tinker Air Force Base, OK 73145-9010

July 8, 2015



PREFACE  
CIVIL ENGINEERING SERVICES  
OPERATIONS MANAGEMENT CONTRACT  
PERFORMANCE WORK STATEMENT  
72<sup>d</sup> AIR BASE WING  
TINKER AIR FORCE BASE, OKLAHOMA

**Base Profile and Mission**

Tinker Air Force Base (TAFB) is centrally located in Oklahoma about 5 miles from downtown Oklahoma City in southeast Oklahoma County. It occupies 5,537 acres and is generally bounded on its north perimeter by I-40. Since the early 1940s, the base has been an important part of the state with a current annual economic impact of more than \$2 billion.

TAFB's primary mission is to "manage, store, and maintain components, end items, and major weapon systems assigned to the Oklahoma City Air Force Sustainment Center (AFSC). The AFSC, headquartered in the nearly mile-long building 3001, is one of three depot level maintenance facilities in the Air Force.

The 72<sup>d</sup> Air Base Wing (72 ABW) is the host unit at TAFB. Their primary mission is to provide responsive installation and support services to AFSC and 45 associate units assigned to six major commands—all of which comprise TEAM TINKER.

TAFB is the AFSC Headquarters and home to three major flying wings to include the largest flying wing in Air Combat Command, the 552d Air Control Wing. The 552d flies the E-3 Sentry Airborne Warning and Control System. The Navy's Strategic Communications Wing ONE with more than 1,300 sailors, civilians, and contractors flying and maintaining the E-6B Mercury are also headquartered on TAFB. Finally, the Air Force Reserve Command's 507<sup>th</sup> Air Refueling Wing with 1,500 members flies the KC-135R and the British Aerospace BAE 125/800 "Hawker" in concert with the Federal Aviation Administration (FAA).

Other major associate Units on TAFB include the 38<sup>th</sup> Cyberspace Engineering Installation Group (CEIG) located just east of Douglas Boulevard. CEIG is responsible for planning, engineering, installing, removing and relocating communications and information systems worldwide for the Air Force. The Defense Logistics Agency, Defense Distribution Center Oklahoma City, Oklahoma, provides TEAM TINKER with 24-hour distribution support in more than 3.9 million square feet of space.

The 72d Civil Engineer Directorate (CE) enhances TAFB's mission capability by providing world class, efficient and effective support to sustain, restore, modernize, and protect TAFB's facilities, infrastructure, and environment. CE and other Wing organizations support over 26,000

military, civilian, and contractor personnel. There are over 19 Million Square Feet (msf) in over 700 facilities on TAFB.

Our objectives for this service contract reflect the above mission statement. Specifically, the provider shall strive to:

- Maintain and repair TAFB's facilities and infrastructure, both built and natural, to ensure the delivery of war-winning expeditionary capabilities to the war fighter.
- Effectively run physical plant operations and deliver high quality services.
- Continue to modernize the installation so that essential facilities and services are available to carry out assigned missions on-time and within budget.
- Continuously improve services and capabilities to meet our mission and achieve our vision.
- Operate and maintain facilities and equipment to support achievement of TAFB's annual 3% energy intensity reduction as ordered in Presidential Executive Order 13423 - *Strengthening Federal Environmental, Energy, and Transportation Management*, and achievement of the AFSC goal of 5% annual energy consumption reduction as compared to the previous year.
- Encourage energy conservation and the efficient use of personnel and materials.

Ultimately, the Base Civil Engineering Government and Contractor team is responsible for proper stewardship and management of TAFB's valuable resources and compliance with applicable laws, directives, and regulatory requirements. Privatization of TAFB's family housing and main electrical distribution systems have been instituted with the associated work requirements deleted from the obligations of this service contract. The Performance Work Statement (PWS) which follows provides specific expectations.

# TABLE OF CONTENTS

## SECTION 1

<b>1 DESCRIPTION OF SERVICES/GENERAL INFORMATION</b> .....	<b>8</b>
<b>1.1 OPERATIONS MANAGEMENT</b> .....	<b>8</b>
1.1.1 Implementation of Work.....	8
1.1.2 Work Requirement Management.....	9
1.1.3 Preventive Maintenance Program Management.....	13
1.1.4 Contract Manager.....	16
1.1.5 Activity Management Plans.....	17
1.1.6 Contractor Quality Control Program Management.....	17
1.1.7 Safety Program Management.....	20
<b>1.2 OPERATIONS EXECUTION</b> .....	<b>21</b>
1.2.1 Facility Maintenance and Repair.....	21
1.2.2 Infrastructure Maintenance and Repair.....	28
1.2.3 Central Plants Operation, Maintenance and Repair.....	41
1.2.4 Predictability Based Maintenance Program.....	46
1.2.5 Building Automation System Management.....	50
1.2.6 Asbestos and Lead Based Paint.....	53
1.2.7 Facility Manager Program.....	54
1.2.8 Barcode Program.....	54
1.2.9 UH Appliance, COM and Furnishings Management.....	54
1.2.10 Civil Engineer Emergency and Force Protection Response.....	54
1.2.11 Mandatory Provision – Performance of Services during Crisis or Declared By the National Command Authority or Overseas Combat Commander.....	56
1.2.12 Virtual Local Area Network.....	56
<b>1.3 MAINTENANCE ENGINEERING SUPPORT</b> .....	<b>56</b>
1.3.1 Technical Support.....	56
1.3.2 Maintenance Master Plan Support.....	56
1.3.3 Base Infrastructure Program Support.....	57
1.3.4 Refrigerant Management Program Support.....	57
<b>1.4 RESOURCE MANAGEMENT</b> .....	<b>60</b>
1.4.1 Information Management.....	60
1.4.2 Contractor Acquired Parts.....	61
<b>1.5 REQUIRED GENERAL SERVICES</b> .....	<b>63</b>
1.5.1 Vehicle Licensing.....	63
1.5.2 Airfield Vehicle Operations.....	63
1.5.3 Foreign Object Damage Prevention Plan.....	63
1.5.4 Daily Management.....	63
1.5.5 Facility Manager.....	64
1.5.6 Environmental Management Notification.....	64

1.5.7	Environmental, Safety, and Regulatory Inspections	64
1.5.8	Administrative Supplies	64
1.5.9	Administrative Correspondence	64
1.5.10	Permit Requirements	64
1.5.11	Special Event Activities	64
1.5.12	Digging Permit	65
1.5.13	Outages	65
1.5.14	Oversight Support	65
1.5.15	VTC Participation	65
1.5.16	Environmental Controls	65
1.5.17	Contractor Manpower Reporting	67
1.5.18	Reserve and Guard Component Augmentation	67
1.5.19	Government Queries	67
1.5.20	Self-Help Program	67
<b>1.6</b>	<b>CONTRACT INITIATION AND CLOSE-OUT REQUIREMENTS</b>	<b>67</b>
1.6.1	Transition-In	67
1.6.2	Transition-Out	68
<b>1.7</b>	<b>GENERAL INFORMATION</b>	<b>69</b>
1.7.1	Forms and Publications	69
1.7.2	Contractor Employees	70
1.7.3	Security Requirements	73
1.7.4	Employee Training	73
1.7.5	Hours of Operation	73
1.7.6	Physical Security	73
1.7.7	Fire Prevention and Protection	74
1.7.8	Conservation of Utilities	74
1.7.9	Coordination with Other Government Agencies	74
1.7.10	Coordination with Energy Savings Performance Contractor	74
1.7.11	Delivery Information	74
1.7.12	Consequences of Contractor's Failure to Perform Required Services	75
1.7.13	Governing Criteria	75
1.7.14	Government Accountability	75

## SECTION 2

<b>2</b>	<b><i>SERVICES SUMMARY</i></b>	<b>76</b>
<b>2.1</b>	<b>SERVICES SUMMARY TABLE</b>	<b>76</b>
<b>2.2</b>	<b>GOVERNMENT SURVEILLANCE</b>	<b>80</b>
2.2.1	Government Quality Assurance	80
2.2.2	Government Observations	80

## SECTION 3

<b>3 GOVERNMENT-FURNISHED PROPERTY AND SERVICES.....</b>	<b>81</b>
<b>3.1 GOVERNMENT-FURNISHED PROPERTY (GFP):.....</b>	<b>81</b>
3.1.1 Real Property Furnished As-Is.....	81
3.1.2 Government-Furnished Plant Equipment.....	82
3.1.3 Furnished On an “As-Is” Basis.....	82
3.1.4 GFP Base Supply Items.....	82
3.1.5 Physical Inventory.....	82
3.1.6 Inventory Lists.....	82
3.1.7 Loss, Damage, or Destruction.....	83
3.1.8 Plant Clearance.....	84
3.1.9 Property Control System.....	84
<b>3.2 GOVERNMENT-FURNISHED SERVICES:.....</b>	<b>85</b>
3.2.1 Security Forces.....	85
3.2.2 Fire and Emergency Services.....	85
3.2.3 Emergency Medical Services.....	85
3.2.4 Utilities.....	85
3.2.5 Postal.....	85
3.2.6 Telephone.....	85
3.2.7 Custodial Service.....	86
3.2.8 Refuse Collection.....	86
3.2.9 Insect and Rodent Control.....	86
3.2.10 Grounds Maintenance.....	86
3.2.11 Real Property Maintenance.....	88
3.2.12 On-Base Transportation.....	88
3.2.13 Local Area Network.....	88
3.2.14 Base Supply Equipment Custodian Training.....	88

## SECTION 4

### **4 APPENDICES**

#### **4.1 ACRONYMS, ABBREVIATIONS AND DEFINITIONS:**

#### **4.2 APPLICABLE PUBLICATIONS:**

#### **4.3 CONTRACT DATA REQUIREMENTS LIST:**

#### **4.4 ENVIRONMENTAL REQUIREMENTS:**

4.4.1 TAFB Compliance Data

4.4.2 Permits



4.4.3 Tinker AFB Environmental Local Regulations

**4.5 MAPS AND FACILITY DRAWINGS:**

4.5.1 Government Provided Facilities

4.5.2 Maps for CLIN Nos. 0014 and 0015

**4.6 WORKLOAD DATA:**

4.6.1 Work Order, Preventive Maintenance and Direct Scheduled Work

4.6.2 UPH Appliance, COM and Furnishing Management

4.6.3 General Services

4.6.4 Recommended DSW Prioritization

4.6.5 Refrigerant Management Program Support

4.6.6 Backflow Prevention Devices

4.6.7 Resource Management

**4.7 GOVERNMENT-FURNISHED ITEMS:**

**4.8 STANDARD OPERATION PROCEDURES:**

## SECTION 1

**1. DESCRIPTION OF SERVICES/GENERAL INFORMATION.** The Contractor shall provide all personnel, equipment, tools, material, vehicles and fuel, supervision, and services necessary to perform Operations Management for base civil engineer tasks and functions as defined in this PWS except as specified in Section 3, Government-Furnished Property and funding for materials through the Contractor Acquired Parts (CAP). Services are provided at TAFB and off-base locations supported by TAFB. The Contractor shall perform to the standards stated in this PWS. The locations and estimated quantities of work are listed in Section 4. Contractor shall provide managerial oversight, direction, and coordination for all functions and requirements identified in this PWS to ensure effective, efficient, and economical operation of all activities. Work includes a broad range of services. Contractor is cautioned to carefully review the requirements of the PWS and develop a staffing plan and workload estimate that accurately reflects their approach to delivering services in fulfillment of this PWS and in compliance with the designated Minimum Team Compliment (MTC). Procurement of products or services shall be in compliance with Section 1.4.2 of this PWS.

**1.1 OPERATIONS MANAGEMENT.** The Contractor shall provide cost effective maintenance, repair, construction, operation, and service functions for Real Property (RP), Real Property Installed Equipment (RPIE), RP similar equipment, designated Equipment Authorization Inventory Documents (EAID), and non-RPIE equipment identified by the Government to a standard that prevents deterioration beyond that which results from normal wear and tear or prevents degradation of base mission. Contractor's ultimate goal in performance of repair, maintenance, modification, operation, installation, and performance of scheduled maintenance/services on identified property and equipment is to ensure safe, efficient, reliable operation, and to precluding premature mission degradation of RP and equipment.

**1.1.1 Implementation of Work.** This contract shall be executed according to Common Output Level Standards (COLS) funded for a given period, as defined in Section 4.1, consistent with the United States Air Force Civil Engineer Center, *Work Prioritization Implementation Plan* (WPIP), Version 1, defined in Section 4.2A and AFCEC's *Work Priorities Classification* in Section 4.2B. Contractor shall classify all work requirements not programmed as Preventive Maintenance (PM) [(Priority 2) formerly known as Recurring Work Program (RWP)] In Accordance With (IAW) one of the designated WPIP priority classifications: Emergency Corrective Maintenance Work (Priority 1), Scheduled Sustainment Work (Priority 3), or Scheduled Enhancement Work (Priority 4).

1.1.1.1 The Government will provide a system to receive verbal and written service call (work requirement) requests 24-hours-a-day, 7-days-a-week, and 365-days-per-year including holidays. Contractor shall utilize Government's system at onset of contract. Contractor may propose improvements to the system or implement an alternate service call system with approval from Functional Area Staff (FAS).

1.1.1.2 The Contractor shall ensure all work requirements (existing, external and internal) are categorized into one of the priorities identified by WPIP at onset of full contract performance and henceforth. Contractor shall determine the necessary documentation and establish the

## **SECTION 4**

### **4. APPENDICES:**

#### **4.1 ACRONYMS, ABBREVIATIONS AND DEFINITIONS**

4.1 Acronyms, Abbreviations, & Definitions.pdf

4.1 OGE Orif doc Points of Demarcation.pdf

#### **4.2 APPLICABLE PUBLICATIONS and FORMS**

4.2.1 Publications-References.pdf

4.2.2 Work Prioritization\_Implementation\_Plan.pdf

4.2.3 AFCEC Work Priorities Classification.pdf

4.2.4 Miscellaneous Guidance Documents

#### **4.3 DELIVERABLES LIST (DL):**

4.3.1 Deliverable Forms

4.3.2 Deliverable Attachments

#### **4.4 ENVIRONMENTAL REQUIREMENTS:**

##### **4.4.1 – TAFB Compliance Data**

4.4.1.1 Environmental Compliance – Emissions Sources.pdf

4.4.1.2 Environmental Compliance – Haz Waste Generated.pdf

4.4.1.3 Environmental Compliance – Miscellaneous.pdf

4.4.1.4 Environmental Compliance – Outfalls.pdf

4.4.1.5 Environmental Compliance – Oil Water Separators.pdf

4.4.1.6 Environmental Compliance – Pipelines.pdf

4.4.1.7 Environmental Compliance – Spill Gates.pdf

4.4.1.8 Environmental Compliance – Storage Tanks.pdf

4.4.1.9 Environmental Compliance – Surface Impoundments.pdf

#### **4.4.2 - Permits**

4.4.2.1 2011 OKC Industrial Waste User Permit – Base.pdf

4.4.2.2 2011 OKC Industrial Wastewater User Permit – TAC.pdf

#### **4.4.3 – TAFB Local Regulations**

4.4.3.1 Environmental Local Req – WQ AQ HM Asb.pdf

4.4.3.2 Environmental Req.pdf

4.4.3.3 Plan 19-2.pdf

4.4.3.4 Plan 19-3.pdf

4.4.3.5 Section 00720.pdf

#### **4.5 MAPS AND FACILITY DRAWINGS:**

##### **4.5.1. – Government Provided Facilities**

4.5.1.1 Bldg1\_CE Contract Storage.pdf

4.5.1.2 CE Government Furnished Facilities Map.pdf

##### **4.5.2 - Maps for Snow, Ice and Pavements**

4.5.2.1 Snow Removal Airfield SRM.pdf

4.5.2.2 Snow Sweeping Streets and EPCs.pdf

4.5.2.3 Pavements Sweeping Airfield SRM.pdf

4.5.2.4 Street Sweeping Priority.pdf

4.5.2.5 Snow Removal Airfield DMAG.pdf

4.5.2.6 Pavements Sweeping DMAG.pdf

#### **4.6 HISTORICAL DATA:**

##### **4.6.1 Work Order, Preventive Maintenance and Direct Scheduled Work**

4.6.1.1 Septic Tanks.pdf

4.6.1.2 Airfield Sweeping Schedule.pdf

4.6.1.3 CE Emergency and Force Protection.pdf

4.6.1.4 Emergency Sirens.pdf

4.6.1.5 Engineering Support Historical Data.pdf

4.6.1.6 Grease Traps.pdf

4.6.1.7 Inventory Historical Fac.pdf

4.6.1.8 Flood Gate & Creek Cleanout.pdf

4.6.1.9 Facility Manager Listing.pdf

4.6.1.10 FY13-14 Shop Work Load Data.pdf

4.6.1.11 Industrial Control Systems.pdf

4.6.1.12 IWTP Process Info.pdf

4.6.1.13 IWTP PWS Sampling Routine.pdf

4.6.1.14 IWTP Sampling Routine.pdf

4.6.1.15 Lift Stations.pdf

4.6.1.16 Water Wells DEQ.xlsx

4.6.1.17 Meetings.pdf

4.6.1.18 Meter Management.pdf

4.6.1.19 Motors Eligible for Motor Program.pdf

4.6.1.20 Outages and Digging Permits.pdf

4.6.1.21 OWS.pdf

4.6.1.22 Tinker Emission Units (Boilers).pdf

4.6.1.23 Tinker Fire Hydrants.pdf

4.6.1.24 Utl Summary.pdf

4.6.1.25 Interior Modular Structures.pdf

4.6.1.26 Airfield Pavements and Lighting.xlsm

4.6.1.27 IWTP Batch Operation Schedule.pdf

4.6.1.28 Snow Season Labor Hours.pdf

4.6.1.29 Base Swimming Pool.pdf

4.6.1.30 Sample Hood Vent Duct Cleaning Checklist.pdf

4.6.1.31 Additional Workload Data

4.6.1.32 CEMEA PM Workload.xlsx

4.6.1.33 MAS-PMTL Table.xlsx

4.6.1.34 Tinker PMTLs.pdf

#### **4.6.2 UPH Appliance, COM and Furnishing Management**

#### **4.6.3 General Services**

4.6.3.1 After Hours Outages.pdf

#### **4.6.4 Recommended DSW Prioritization**

#### **4.6.5 Refrigerant Management Program Support**

4.6.5.1 Freon Usage - FY13 1st Quarter.pdf

4.6.5.2 Freon Usage - FY13 2nd Quarter.pdf

4.6.5.3 Freon Usage - FY13 3rd Quarter.pdf

4.6.5.4 Freon Usage - FY14 1st Quarter.pdf

4.6.5.5 Freon Usage -FY13 4th Quarter.pdf

4.6.5.6 RMP\_ODC\_INVENTORY.pdf

#### **4.6.6 Backflow Prevention Devices**

4.6.6.1 Backflow Survey Inventory 2010.pdf

#### **4.6.7 Resource Management**

4.6.7.1 Contractor Acquired Parts.pdf

4.6.7.2 ERMS File Plan Sample.pdf

4.6.7.3 Self-Help Inventory

#### **4.7 GOVERNMENT-FURNISHED ITEMS:**

4.7.1 Government-Furnished Equipment - ADPE.pdf

4.7.2 Government-Furnished Facilities.pdf

4.7.3 Government-Furnished Equipment - Furniture.pdf

- 4.7.4 Government-Furnished Tools & Equipment.pdf
- 4.7.5 Government-Furnished Equipment – Vehicles.pdf
  - 4.7.5.1 Government-Furnished Equipment - DRMO Vehicles
- 4.7.6 Government-Furnished Equipment - Industrial Plant Equipment).pdf
- 4.7.7 CE Government Furnished Facilities Map.pdf
- 4.7.8 Critical GFE
- 4.7.9 Government-Furnished Equipment - Land Mobile Radios (LMRs)
- 4.7.10 Critical Infrastructure
- 4.7.11 Critical Facility List
- 4.7.12 Real Property Facility Report A B C D E X 22 Apr 15
- 4.7.13 CSAG (DMAG)

#### **4.8 SOPs**

- 4.8.1 SOP Index
- 4.8.2 Miscellaneous SOPs

#### **4.9 Minimum Team Compliment**

**DRAFT**

**BRIDGE AGREEMENT**

**BETWEEN**

**Alutiiq Commercial Enterprises, LLC**

**International Associations of Machinists and Aerospace  
Workers, AFL-CIO**

**And it's LOCAL LODGE 850**

Alutiiq Commercial Enterprise, LLC (referred to as "the Company"), and the International Association of Machinists and Aerospace Workers, and its Local Lodge 850 of District Lodge 171 (referred to as "the Union") hereby agree as follows:

Effective August 1, 2016, the Government Contract # FA8101-16-C-0006 with the U.S. Air Force at Tinker AFB, OK, the Company and the Union agree to assume and be bound by all the provisions in the Collective Bargaining Agreement currently in effect between Tinker Support Services, JV and its subcontractor Advancia Corporation and the Union until midnight August 21, 2016 except as modified herein.

The Company shall have the same rights and obligations under the Collective Bargaining Agreement (CBA) as the predecessor employer, Tinker Support Services, JV and its subcontractor Advancia Corporation, except as modified herein. The parties further agree that the Client is the Federal Government under the Civil Engineering Operations contract at Tinker Air Force Base and that the Client has the authority to issue binding directives to the Company.

Nothing in this Agreement is intended nor will any provision of the Agreement prevent the Company from meeting its obligations and responsibilities as a contractor. The Union and the Company recognize that the Government may impose various demands or obligations upon the Company and its employees. If such action requires, the Company and the Union agree to comply with the requirements to the degree necessary, subject to rebuttal by either or both parties through the grievance procedures, if deemed necessary. A government directive is not subject to arbitration.

Any outstanding claims, disputes, grievances or cases under Tinker Support Services, JV and its subcontractor Advancia Corporation shall not be the responsibility of the Company.

In agreeing to bridge the existing CBA, the Company agrees to accept the wages, hours and conditions of employment in existence, except as noted below.





For future vacancies, employees who were not hired by Alutiiq Commercial Enterprise, LLC. will have the right of first refusal for any opening in the classification they currently hold provided they meet the qualifications set forth in the contract. If there are no employees in the classification with the vacancy on the hiring priority list then these employees will have the right of first refusal for any other position by seniority, if so qualified, prior to the Company hiring outside the hiring priority list. Any employee hired by the Company out of this group will retain their seniority date held by the current employer and will incur no loss in seniority or benefits based upon length of service.

Employees initially hired by the Company will retain their seniority date held by the current employer and will incur no loss in seniority or benefits based upon length of service.

The modifications to the Collective Bargaining Agreement are as follows:

1. All references to Tinker Support Services, JV or its subcontractor Advancia Corporation are changed to read Alutiiq Commercial Enterprise, LLC and its subcontractors Satellite Services, Inc. as the case may apply.
2. All Administrative issues need to be directed to the employer involved, but may be addressed with Alutiiq Commercial Enterprise, LLC if not resolved.
3. Under Agreement 1. Replace “August 26, 2013” with “August 1, 2016”.
4. Employees hired by Alutiiq Commercial Enterprise, LLC and its subcontractors Satellite Services, Inc. from the predecessor contractors will not be subject to a Probationary Period.
5. Article 20 - Employees covered under the Collective Bargaining Agreement will be offered the Company’s benefit package effective September 1, 2016, which includes Medical, Dental, Vision, Life, Accidental Death and Dismemberment, Short-Term Disability, Long-Term Disability and Flexible spending accounts. The Company will pay the cost of basic Life, basic AD&D, Short-term Disability and Long-term Disability.

The employee cost for 9/1/16 to 12/31/16 benefits is noted below. The cost will increase each January 1.

2016 Medical	Employee Semi-Monthly costs (10% of Company Premium)
Employee Only	\$29.38
Employee & Spouse	\$60.92
Employee & Child(ren)	\$52.32
Employee & Family	\$92.46
<b>2016 Dental</b>	
Employee Only	\$1.36
Employee & Spouse	\$3.00
Employee & Child(ren)	\$2.73
Employee & Family	\$3.95
<b>2016 Vision</b>	
Employee Only	\$0.96
Employee & Spouse	\$2.11
Employee & Child(ren)	\$1.92
Employee & Family	\$2.78

6. Article 4 - Union meeting in Articles 4.7 and 4.8 are unpaid.
7. Article 5. Grievance processing and other internal union meetings are unpaid unless meetings or discussions with management are involved.
8. Article 8 & Appendix A - The parties recognize that the existing job descriptions are under development and the Company needs time during the course of the contract to assess such descriptions and determine appropriate and necessary revisions based upon contract direct requirements. Therefore, while this process is on-going, the Company is not bound to the current job descriptions. Once job descriptions are developed and implemented by the Company, the Company will negotiate with the Union before material changes are implemented.
8. Employee's will be paid on a Semi-monthly schedule, all benefits, allowances contributions and accrual rates described within the Collective Bargaining Agreement will be converted to a semi-monthly schedule
9. Article 14 - Dues Checkoff – Union dues will be deducted each pay period on a semi monthly basis and submitted to the union by the 15th day of the following month.
10. Article 10. No daily overtime.
12. Article 16. Replace with the Company's Substance Abuse Policy. (See Attached)

13. Article 22.1. Contributions will made to the Company's 401k plan (if the IAM National Pension Fund is a multi-employer pension plan). Will consider making the contributions to the IAM's 401k Plan. Employees will be allowed to participate in only one 401(k) plan.

All other terms and conditions of the Collective Bargaining Agreement shall remain unchanged and in full force and effect.

**Agreed by:**

FOR THE UNION

FOR THE COMPANY

**International Association of Machinists  
And Aerospace Workers, AFL-CIO**

**Alutiiq Commercial Enterprise, LLC**

\_\_\_\_\_  
Tony Bennett  
Directing Business Representative  
IAM&AW District Lodge 171

Date

\_\_\_\_\_  
Elijah Barnes  
Sr. VP Logistics/Operations & Maintenance

Date

\_\_\_\_\_  
Rick Boardman  
Business Representative  
District Lodge 171

Date

\_\_\_\_\_  
Patricia Watson  
Vice President of Human Resources

Date

\_\_\_\_\_  
Sandra Chandler  
General Manager

Date



**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [www.umar.com](http://www.umar.com) or by calling 1-800-826-9781.

Important Questions	Answers	Why this Matters:
What is the overall <u>deductible</u> ?	<b>\$500</b> person / <b>\$1,500</b> family In-network <b>\$500</b> person / <b>\$1,500</b> family Out-of-network Does not apply to copayments and services listed below as "No Charge" unless noted otherwise in Limitations & Exceptions column.	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Yes. <b>\$5,000</b> person / <b>\$10,000</b> family In-network <b>Unlimited</b> person / <b>Unlimited</b> family Out-of-network	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	Penalties, premiums, balance-billed charges, and health care this plan doesn't cover.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for <i>specific</i> covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. For a list of <u>preferred providers</u> , see <a href="http://www.umar.com">www.umar.com</a> . If you are unsure which network list to select, please call 1-800-826-9781.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the terms in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

Questions: Call 1-800-826-9781 or visit us at [www.umar.com](http://www.umar.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or [www.cciio.cms.gov](http://www.cciio.cms.gov) or call 1-800-826-9781 to request a copy.





- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If an out-of-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if an out-of-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use In-network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your cost if you use an In-network Provider	Your cost if you use an Out-of-network Provider	Limitations & Exceptions
If you visit a health care <u>provider's office or clinic</u>	Primary care visit to treat an injury or illness	\$30 Copay per visit	50% Coinsurance	Deductible Waived In-network
	Specialist visit	\$60 Copay per visit	50% Coinsurance	Deductible Waived In-network
	Other practitioner office visit	\$60 Copay per visit Chiropractic care; 30% Coinsurance Acupuncture	50% Coinsurance	Deductible Waived In-network Chiropractic care; 12 Maximum visits per calendar year Chiropractic care; 12 Maximum visits per calendar year Acupuncture
	Preventive care/screening/ Immunization	No charge	50% Coinsurance	Deductible Waived In-network
If you have a test	Diagnostic test (x-ray, blood work)	No charge office setting; 30% Coinsurance outpatient setting	50% Coinsurance	Deductible Waived In-network office setting & outpatient setting labs
	Imaging (CT/PET scans, MRIs)	30% Coinsurance	50% Coinsurance	Prior authorization is required or benefit reduces by \$250 per claim

**Questions:** Call 1-800-826-9781 or visit us at [www.umar.com](http://www.umar.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or [www.cciio.cms.gov](http://www.cciio.cms.gov) or call 1-800-826-9781 to request a copy.

Common Medical Event	Services You May Need	Your cost if you use an In-network Provider	Your cost if you use an Out-of-network Provider	Limitations & Exceptions
<b>If you need drugs to treat your illness or condition.</b>  More information about <b><u>prescription drug coverage</u></b> is available at <a href="http://www.envisionrx.com">www.envisionrx.com</a> .	Generic drugs	\$10 copay	100%; member must pay cost of the drug and submit a claim	<del>none</del>
	Preferred brand drugs	\$50 copay	100%; member must pay cost of the drug and submit a claim	
	Non-preferred brand drugs	\$100 copay	100%; member must pay cost of the drug and submit a claim	
	Specialty drugs	\$100 copay	100%; member must pay cost of the drug and submit a claim	
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	30% Coinsurance	50% Coinsurance	Prior authorization is required or benefit reduces by \$250 per claim
	Physician/surgeon fees	30% Coinsurance	50% Coinsurance	<del>none</del>
<b>If you need immediate medical attention</b>	Emergency room services	\$300 Copay per visit; 30% Coinsurance	\$300 Copay per visit; 30% Coinsurance	Deductible Applies; In-network deductible applies to Out-of-network benefits; Copay may be waived if admitted
	Emergency medical transportation	30% Coinsurance	30% Coinsurance	In-network deductible applies to Out-of-network benefits
	Urgent care	\$50 Copay per visit	50% Coinsurance	Deductible Waived In-network
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	30% Coinsurance	50% Coinsurance	Prior authorization is required or benefit reduces by \$250 per claim
	Physician/surgeon fee	30% Coinsurance	50% Coinsurance	<del>none</del>

**Questions:** Call 1-800-826-9781 or visit us at [www.umar.com](http://www.umar.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or [www.cciio.cms.gov](http://www.cciio.cms.gov) or call 1-800-826-9781 to request a copy.

Common Medical Event	Services You May Need	Your cost if you use an In-network Provider	Your cost if you use an Out-of-network Provider	Limitations & Exceptions
<b>If you have mental health, behavioral health, or substance abuse needs</b>	Mental/Behavioral health outpatient services	\$30 Copay per office visit; 30% Coinsurance other outpatient services	50% Coinsurance	Deductible Waived In-network office visit; Prior authorization is required or benefit reduces by \$250 per claim Partial Hospitalization
	Mental/Behavioral health inpatient services	30% Coinsurance	50% Coinsurance	Prior authorization is required or benefit reduces by \$250 per claim
	Substance use disorder outpatient services	\$30 Copay per office visit; 30% Coinsurance other outpatient services	50% Coinsurance	Deductible Waived In-network office visit; Prior authorization is required or benefit reduces by \$250 per claim Partial Hospitalization
	Substance use disorder inpatient services	30% Coinsurance	50% Coinsurance	Prior authorization is required or benefit reduces by \$250 per claim
<b>If you are pregnant</b>	Prenatal and postnatal care	No charge Prenatal; 30% Coinsurance Postnatal	50% Coinsurance	Deductible Waived In-network Prenatal
	Delivery and all inpatient services	30% Coinsurance	50% Coinsurance	<u>none</u>
<b>If you need help recovering or have other special health needs</b>	Home health care	30% Coinsurance	50% Coinsurance	130 Maximum visits per calendar year; Prior authorization is required or benefit reduces by \$250 per claim
	Rehabilitation services	\$60 Copay per visit	50% Coinsurance	Deductible Waived In-network; 45 Maximum visits per calendar year
	Habilitation services	Not covered	Not covered	<u>none</u>
	Skilled nursing care	30% Coinsurance	50% Coinsurance	60 Maximum days per calendar year; Prior authorization is required or benefit reduces by \$250 per claim
	Durable medical equipment	30% Coinsurance	50% Coinsurance	Prior authorization is required for DME in excess of \$500 for rentals or \$1,500 for purchases or benefit reduces by \$250 per claim
	Hospice service	30% Coinsurance	50% Coinsurance	<u>none</u>

**Questions:** Call 1-800-826-9781 or visit us at [www.umar.com](http://www.umar.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or [www.cciio.cms.gov](http://www.cciio.cms.gov) or call 1-800-826-9781 to request a copy.

Common Medical Event	Services You May Need	Your cost if you use an In-network Provider	Your cost if you use an Out-of-network Provider	Limitations & Exceptions
If your child needs dental or eye care	Eye exam	Not covered	Not covered	—————none—————
	Glasses	Not covered	Not covered	—————none—————
	Dental check-up	Not covered	Not covered	—————none—————

**Excluded Services & Other Covered Services:**

Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy for other <u>excluded services</u> .)		
<ul style="list-style-type: none"> <li>• Bariatric surgery</li> <li>• Cosmetic surgery</li> <li>• Dental care (adult)</li> <li>• Hearing aids</li> </ul>	<ul style="list-style-type: none"> <li>• Infertility treatment</li> <li>• Long-term care</li> <li>• Private-duty nursing</li> </ul>	<ul style="list-style-type: none"> <li>• Routine eye care (adult)</li> <li>• Routine foot care</li> <li>• Weight loss programs</li> </ul>

Other Covered Services (This isn't a complete list. Check your policy for other covered services and your costs for these services.)		
<ul style="list-style-type: none"> <li>• Acupuncture</li> </ul>	<ul style="list-style-type: none"> <li>• Chiropractic care</li> </ul>	<ul style="list-style-type: none"> <li>• Non-emergency care when traveling outside the U.S.</li> </ul>

**Questions:** Call 1-800-826-9781 or visit us at [www.umar.com](http://www.umar.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or [www.cciio.cms.gov](http://www.cciio.cms.gov) or call 1-800-826-9781 to request a copy.



### **Your Rights to Continue Coverage:**

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the premium you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-800-826-9781. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).

### **Your Grievance and Appeals Rights:**

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to **appeal** or file a **grievance**. For questions about your rights, this notice, or assistance, you can contact: UMR at 1-800-826-9781 or the Employee Benefits Security Administration at 1-866-444-EBSA (3272) or [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform). Additionally, a consumer assistance program may help you file your appeal. A list of states with Consumer Assistance Programs is available at [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) and <http://cciio.cms.gov/programs/consumer/capgrants/index.html>.

### **Does this Coverage Provide Minimum Essential Coverage?**

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” **This plan or policy does provide minimum essential coverage.**

### **Does this Coverage Meet the Minimum Value Standard?**

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

—————*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*—————

## About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care also will be different.

See the next page for important information about these examples.

### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$5,250
- Patient pays \$2,290

#### Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40
<b>Total</b>	<b>\$7,540</b>

#### Patient pays:

Deductibles	\$500
Copays	\$0
Coinsurance	\$1,600
Limits or exclusions	\$190
<b>Total</b>	<b>\$2,290</b>

### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$3,200
- Patient pays \$2,200

#### Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100
<b>Total</b>	<b>\$5,400</b>

#### Patient pays:

Deductibles	\$300
Copays	\$200
Coinsurance	\$0
Limits or exclusions	\$1,700
<b>Total</b>	<b>\$2,200</b>

## Questions and answers about Coverage Examples:

### What are some of the assumptions behind the Coverage Examples?

- Costs don't include **premiums**.
- Costs are based on individual coverage benefit levels.
- Sample care costs are based on national averages supplied by the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.
- The patient's condition was not an excluded or preexisting condition.
- All services and treatments started and ended in the same coverage period.
- There are no other medical expenses for any member covered under this plan.
- Out-of-pocket expenses are based only on treating the condition in the example.
- The patient received all care from in-network **providers**. If the patient had received care from out-of-network **providers**, costs would have been higher.
- Prescription drug costs (Prescriptions) shown in the Coverage Examples reflect information provided by the Plan's Prescription Benefits Manager.

### What does a Coverage Example show?

For each treatment situation, the Coverage Example helps you see how **deductibles**, **copayments**, and **coinsurance** can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.

### Does the Coverage Example predict my own care needs?

- ✗ **No.** Treatments shown are just examples. The care you would receive for this condition could be different, based on your doctor's advice, your age, how serious your condition is, and many other factors.

### Does the Coverage Example predict my future expenses?

- ✗ **No.** Coverage Examples are **not** cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your **providers** charge, and the reimbursement your health plan allows.

### Can I use Coverage Examples to compare plans?

- ✓ **Yes.** When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.


### Are there other costs I should consider when comparing plans?

- ✓ **Yes.** An important cost is the **premium** you pay. Generally, the lower your **premium**, the more you'll pay in out-of-pocket costs, such as **copayments**, **deductibles**, and **coinsurance**. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.

**Questions:** Call 1-800-826-9781 or visit us at [www.umar.com](http://www.umar.com).

If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [www.dol.gov/ebsa/healthreform](http://www.dol.gov/ebsa/healthreform) or [www.cciio.cms.gov](http://www.cciio.cms.gov) or call 1-800-826-9781 to request a copy.



 **This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [welcometouhc.com](http://welcometouhc.com) or by calling 1-866-633-2446.

Important Questions	Answers	Why This Matters:
What is the overall <u>deductible</u> ?	Network: <b>\$1,500</b> Individual / <b>\$3,000</b> Family Non-Network: <b>\$3,000</b> Individual / <b>\$6,000</b> Family Per calendar year. Copays, prescription drugs and services listed below as "No Charge" do not apply to the <u>deductible</u> .	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
Are there other <u>deductibles</u> for specific services?	No.	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
Is there an <u>out-of-pocket limit</u> on my expenses?	Network: <b>\$4,000</b> Individual / <b>\$8,000</b> Family Non-Network: <b>\$8,000</b> Individual / <b>\$16,000</b> Family	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
What is not included in the <u>out-of-pocket limit</u> ?	<u>Premium</u> , balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain pre-authorization for services.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
Is there an overall annual limit on what the plan pays?	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
Does this plan use a <u>network of providers</u> ?	Yes. For a list of <u>network providers</u> , see <a href="http://myuhc.com">myuhc.com</a> or call 1-866-633-2446.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
Do I need a referral to see a <u>specialist</u> ?	No.	You can see the <u>specialist</u> you choose without permission from this plan.
Are there services this plan doesn't cover?	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

**Questions:** Call 1-866-633-2446 or visit us at [welcometouhc.com](http://welcometouhc.com). If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf](http://cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf) or call the phone number above to request a copy.





**This is only a summary.** If you want more detail about your coverage and costs, you can get the complete terms in the policy or plan document at [welcometouhc.com](http://welcometouhc.com) or by calling 1-866-633-2446.

Important Questions	Answers	Why This Matters:
<b>What is the overall <u>deductible</u>?</b>	Network: <b>\$1,500</b> Individual / <b>\$3,000</b> Family Non-Network: <b>\$3,000</b> Individual / <b>\$6,000</b> Family Per calendar year. Copays, prescription drugs and services listed below as "No Charge" do not apply to the <u>deductible</u> .	You must pay all the costs up to the <u>deductible</u> amount before this plan begins to pay for covered services you use. Check your policy or plan document to see when the <u>deductible</u> starts over (usually, but not always, January 1st). See the chart starting on page 2 for how much you pay for covered services after you meet the <u>deductible</u> .
<b>Are there other <u>deductibles</u> for specific services?</b>	No.	You don't have to meet <u>deductibles</u> for specific services, but see the chart starting on page 2 for other costs for services this plan covers.
<b>Is there an <u>out-of-pocket limit</u> on my expenses?</b>	Network: <b>\$4,000</b> Individual / <b>\$8,000</b> Family Non-Network: <b>\$8,000</b> Individual / <b>\$16,000</b> Family	The <u>out-of-pocket limit</u> is the most you could pay during a coverage period (usually one year) for your share of the cost of covered services. This limit helps you plan for health care expenses.
<b>What is not included in the <u>out-of-pocket limit</u>?</b>	<u>Premium</u> , balance-billed charges, health care this plan doesn't cover, and penalties for failure to obtain pre-authorization for services.	Even though you pay these expenses, they don't count toward the <u>out-of-pocket limit</u> .
<b>Is there an overall annual limit on what the plan pays?</b>	No.	The chart starting on page 2 describes any limits on what the plan will pay for specific covered services, such as office visits.
<b>Does this plan use a <u>network of providers</u>?</b>	Yes. For a list of <u>network providers</u> , see <a href="http://myuhc.com">myuhc.com</a> or call 1-866-633-2446.	If you use an in-network doctor or other health care <u>provider</u> , this plan will pay some or all of the costs of covered services. Be aware, your in-network doctor or hospital may use an out-of-network <u>provider</u> for some services. Plans use the term in-network, <u>preferred</u> , or participating for <u>providers</u> in their <u>network</u> . See the chart starting on page 2 for how this plan pays different kinds of <u>providers</u> .
<b>Do I need a referral to see a <u>specialist</u>?</b>	No.	You can see the <u>specialist</u> you choose without permission from this plan.
<b>Are there services this plan doesn't cover?</b>	Yes.	Some of the services this plan doesn't cover are listed on page 5. See your policy or plan document for additional information about <u>excluded services</u> .

**Questions:** Call 1-866-633-2446 or visit us at [welcometouhc.com](http://welcometouhc.com). If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf](http://cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf) or call the phone number above to request a copy.





- **Copayments** are fixed dollar amounts (for example, \$15) you pay for covered health care, usually when you receive the service.
- **Coinsurance** is *your* share of the costs of a covered service, calculated as a percent of the **allowed amount** for the service. For example, if the plan's **allowed amount** for an overnight hospital stay is \$1,000, your **coinsurance** payment of 20% would be \$200. This may change if you haven't met your **deductible**.
- The amount the plan pays for covered services is based on the **allowed amount**. If a non-network **provider** charges more than the **allowed amount**, you may have to pay the difference. For example, if a non-network hospital charges \$1,500 for an overnight stay and the **allowed amount** is \$1,000, you may have to pay the \$500 difference. (This is called **balance billing**.)
- This plan may encourage you to use network **providers** by charging you lower **deductibles**, **copayments** and **coinsurance** amounts.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
If you visit a health care <b>provider's</b> office or clinic	Primary care visit to treat an injury or illness	\$25 copay per visit	40% co-ins after ded.	Virtual visits (Telehealth) – \$15 copay per visit by a designated virtual network provider. If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Specialist visit	\$50 copay per visit	40% co-ins after ded.	If you receive services in addition to office visit, additional copays, deductibles, or co-ins may apply.
	Other practitioner office visit	\$25 copay per visit	40% co-ins after ded.	Cost share applies to manipulative (chiropractic) services only and is limited to 20 visits per calendar year. Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses.
	Preventive care / screening / immunization	No Charge	40% co-ins after ded.	Includes preventive health services specified in the health care reform law.
If you have a test	Diagnostic test (x-ray, blood work)	No Charge	40% co-ins after ded.	Pre-authorization is required non-network for sleep studies or benefit reduces to 50% of eligible expenses.
	Imaging (CT / PET scans, MRIs)	20% co-ins after ded.	40% co-ins after ded.	Pre- authorization is required non-network or benefit reduces to 50% of eligible expenses.
If you need drugs to treat your illness or	Tier 1 – Your Lowest-Cost Option	Retail: \$15 copay Mail-Order: \$45 copay	Retail: \$15 copay	Provider means pharmacy for purposes of this section.

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
<b>condition</b>  More information about <b>prescription drug coverage</b> is available at <a href="http://myuhc.com">myuhc.com</a>	Tier 2 – Your Midrange-Cost Option	Retail: \$45 copay Mail-Order: \$135 copay	Retail: \$45 copay	Retail: Up to a 31 day supply Mail-Order: Up to a 90 day supply You may need to obtain certain drugs, including certain specialty drugs, from a pharmacy designated by us. Certain drugs may have a pre-authorization requirement or may result in a higher cost. If you use a non-network pharmacy (including a mail order pharmacy), you are responsible for any amount over the allowed amount. You may be required to use a lower-cost drug(s) prior to benefits under your policy being available for certain prescribed drugs. Tier 1 contraceptives covered at No Charge. See the website listed for information on drugs covered by your plan. Not all drugs are covered.
	Tier 3 – Your Highest-Cost Option	Retail: \$85 copay Mail Order: \$255 copay	Retail: \$85 copay	
	Tier 4 – Additional High-Cost Options	Not Applicable	Not Applicable	
<b>If you have outpatient surgery</b>	Facility fee (e.g., ambulatory surgery center)	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses.
	Physician / surgeon fees	20% co-ins after ded.	40% co-ins after ded.	None
<b>If you need immediate medical attention</b>	Emergency room services	\$250 copay per visit	\$250 copay per visit	None
	Emergency medical transportation	20% co-ins after ded.	*20% co-ins after ded.	*Network deductible applies
	Urgent care	\$75 copay per visit	40% co-ins after ded.	If you receive services in addition to urgent care, additional copays, deductibles, or co-ins may apply.
<b>If you have a hospital stay</b>	Facility fee (e.g., hospital room)	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses.
	Physician / surgeon fees	20% co-ins after ded.	40% co-ins after ded.	None
<b>If you have mental health, behavioral health, or substance</b>	Mental / Behavioral health outpatient services	\$50 copay per visit	40% co-ins after ded.	Partial hospitalization/intensive outpatient treatment: 20% coinsurance after deductible Pre-authorization is required non-network for certain

Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
<b>abuse needs</b>				services or benefit reduces to 50% of eligible expenses. See your policy or plan document for additional information about EAP benefits.
	Mental / Behavioral health inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses. See your policy or plan document for additional information about EAP benefits.
	Substance use disorder outpatient services	\$50 copay per visit	40% co-ins after ded.	Partial hospitalization/intensive outpatient treatment: 20% coinsurance after deductible Pre-authorization is required non-network for certain services or benefit reduces to 50% of eligible expenses. See your policy or plan document for additional information about EAP benefits.
	Substance use disorder inpatient services	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses. See your policy or plan document for additional information about EAP benefits.
<b>If you are pregnant</b>	Prenatal and postnatal care	No Charge	40% co-ins after ded.	Additional copays, deductibles, or co-ins may apply depending on services rendered.
	Delivery and all inpatient services	20% co-ins after ded.	40% co-ins after ded.	Inpatient pre-authorization may apply.
<b>If you need help recovering or have other special health needs</b>	Home health care	20% co-ins after ded.	40% co-ins after ded.	Limited to 60 visits per calendar year. Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses.
	Rehabilitation services	\$25 copay per outpatient visit	40% co-ins after ded.	Limits per calendar year: physical, speech, occupational – 20 visits; cardiac – 36 visits; pulmonary – 20 visits. Pre-authorization required for physical, occupational and speech non-network or benefit reduces to 50% of eligible expenses.
	Habilitative services	\$25 copay per outpatient visit	40% co-ins after ded.	Limits are combined with Rehabilitation Services limits listed above. Pre-authorization is required non-network or benefit reduces to 50% of eligible



Common Medical Event	Services You May Need	Your Cost If You Use a Network Provider	Your Cost If You Use a Non-Network Provider	Limitations & Exceptions
				expenses.
	Skilled nursing care	20% co-ins after ded.	40% co-ins after ded.	Limited to 60 days per calendar year (combined with inpatient rehabilitation). Pre-authorization is required non-network or benefit reduces to 50% of eligible expenses.
	Durable medical equipment	20% co-ins after ded.	40% co-ins after ded.	Pre-authorization is required non-network for DME over \$1,000 or no coverage. Covers 1 per type of DME (including repair/replacement) every 3 years.
	Hospice service	20% co-ins after ded.	40% co-ins after ded.	Inpatient pre-authorization is required for non-network or benefit reduces to 50% of eligible expenses.
<b>If your child needs dental or eye care</b>	Eye exam	Not Covered	Not Covered	No coverage for eye exams.
	Glasses	Not Covered	Not Covered	No coverage for glasses.
	Dental check-up	Not Covered	Not Covered	No coverage for dental check-up.

## Excluded Services & Other Covered Services:

<b>Services Your Plan Does NOT Cover (This isn't a complete list. Check your policy or plan document for other <u>excluded services</u>.)</b>			
<ul style="list-style-type: none"> <li>Acupuncture</li> <li>Bariatric surgery</li> <li>Cosmetic surgery</li> </ul>	<ul style="list-style-type: none"> <li>Dental care (Adult/Child)</li> <li>Glasses (Adult/Child)</li> <li>Infertility treatment</li> </ul>	<ul style="list-style-type: none"> <li>Long-term care</li> <li>Non-emergency care when traveling outside the U.S.</li> <li>Private-duty nursing</li> </ul>	<ul style="list-style-type: none"> <li>Routine eye care (Adult/Child)</li> <li>Routine foot care</li> <li>Weight loss programs</li> </ul>
<b>Other Covered Services (This isn't a complete list. Check your policy or plan document for other covered services and your costs for these services.)</b>			
<ul style="list-style-type: none"> <li>Chiropractic care</li> </ul>	<ul style="list-style-type: none"> <li>Hearing aids</li> </ul>		

## Your Rights to Continue Coverage:

If you lose coverage under the plan, then, depending upon the circumstances, Federal and State laws may provide protections that allow you to keep health coverage. Any such rights may be limited in duration and will require you to pay a **premium**, which may be significantly higher than the **premium** you pay while covered under the plan. Other limitations on your rights to continue coverage may also apply.

For more information on your rights to continue coverage, contact the plan at 1-866-747-1019. You may also contact your state insurance department, the U.S. Department of Labor, Employee Benefits Security Administration at 1-866-444-3272 or [www.dol.gov/ebsa](http://www.dol.gov/ebsa), or the U.S. Department of Health and Human Services at 1-877-267-2323 x61565 or [www.cciio.cms.gov](http://www.cciio.cms.gov).

## Your Grievance and Appeals Rights:

If you have a complaint or are dissatisfied with a denial of coverage for claims under your plan, you may be able to appeal or file a grievance. For questions about your rights, this notice, or assistance, you can contact the Member Service number listed on the back of your ID card or [myuhc.com](http://myuhc.com) or the Employee Benefits Security Administration at 1-866-444-3272 or [dol.gov/ebsa/healthreform](http://dol.gov/ebsa/healthreform) or Michigan Office of Financial & Insurance Regulation at 1-877-999-6442 or [michigan.gov/lara](http://michigan.gov/lara).

Additionally, a consumer assistance program may help you file your appeal. Contact Michigan Office of Financial and Insurance Regulation MiCHAP at 1-877-999-6442 or [michigan.gov/ofir](http://michigan.gov/ofir)

## Does this Coverage Provide Minimum Essential Coverage?

The Affordable Care Act requires most people to have health care coverage that qualifies as “minimum essential coverage.” **This plan or policy does provide minimum essential coverage.**

## Does this Coverage Meet the Minimum Value Standard?

The Affordable Care Act establishes a minimum value standard of benefits of a health plan. The minimum value standard is 60% (actuarial value). **This health coverage does meet the minimum value standard for the benefits it provides.**

## Language Access Services:

Spanish (Español): Para obtener asistencia en Español, llame al 1-866-633-2446.

Chinese (中文): 如果需要中文的帮助, 请拨打这个号码1-866-633-2446.

Navajo (Dine): Dinek'ehgo shika at'ohwol ninisingo, kwiiijigo holne' 1-866-633-2446.

Tagalog (Tagalog): Kung kailangan ninyo ang tulong sa Tagalog tumawag sa 1-866-633-2446.

-----*To see examples of how this plan might cover costs for a sample medical situation, see the next page.*-----

## About these Coverage Examples:

These examples show how this plan might cover medical care in given situations. Use these examples to see, in general, how much financial protection a sample patient might get if they are covered under different plans.



**This is not a cost estimator.**

Don't use these examples to estimate your actual costs under this plan. The actual care you receive will be different from these examples, and the cost of that care will also be different.

See the next page for important information about these examples.

### Having a baby (normal delivery)

- Amount owed to providers: \$7,540
- Plan pays \$5,020
- Patient pays \$2,520

#### Sample care costs:

Hospital charges (mother)	\$2,700
Routine obstetric care	\$2,100
Hospital charges (baby)	\$900
Anesthesia	\$900
Laboratory tests	\$500
Prescriptions	\$200
Radiology	\$200
Vaccines, other preventive	\$40

**Total \$7,540**

#### Patient pays:

Deductibles	\$1,500
Copays	\$20
Coinsurance	\$800
Limits or exclusions	\$200

**Total \$2,520**

### Managing type 2 diabetes (routine maintenance of a well-controlled condition)

- Amount owed to providers: \$5,400
- Plan pays \$3,560
- Patient pays \$1,840

#### Sample care costs:

Prescriptions	\$2,900
Medical Equipment and Supplies	\$1,300
Office Visits and Procedures	\$700
Education	\$300
Laboratory tests	\$100
Vaccines, other preventive	\$100

**Total \$5,400**

#### Patient pays:

Deductibles	\$200
Copays	\$1,600
Coinsurance	\$0
Limits or exclusions	\$40

**Total \$1,840**

## Questions and answers about Coverage Examples:

<p><b>What are some of the assumptions behind the Coverage Examples?</b></p> <ul style="list-style-type: none"> <li>Costs don't include <b>premiums</b>.</li> <li>Sample care costs are based on national averages supplied to the U.S. Department of Health and Human Services, and aren't specific to a particular geographic area or health plan.</li> <li>The patient's condition was not an excluded or preexisting condition.</li> <li>All services and treatments started and ended in the same coverage period.</li> <li>There are no other medical expenses for any member covered under this plan.</li> <li>Out-of-pocket expenses are based only on treating the condition in the example.</li> <li>The patient received all care from in-network <b>providers</b>. If the patient had received care from out-of-network <b>providers</b>, costs would have been higher.</li> <li>If other than individual coverage, the Patient Pays amount may be more.</li> </ul>	<p><b>What does a Coverage Example show?</b></p> <p>For each treatment situation, the Coverage Example helps you see how <b>deductibles</b>, <b>copayments</b>, and <b>coinsurance</b> can add up. It also helps you see what expenses might be left up to you to pay because the service or treatment isn't covered or payment is limited.</p>	<p><b>Can I use Coverage Examples to compare plans?</b></p> <p>✓ <b>Yes.</b> When you look at the Summary of Benefits and Coverage for other plans, you'll find the same Coverage Examples. When you compare plans, check the "Patient Pays" box in each example. The smaller that number, the more coverage the plan provides.</p>
	<p><b>Does the Coverage Example predict my own care needs?</b></p> <p>✗ <b>No.</b> Treatments shown are just examples. The care you would receive for this condition could be different based on your doctor's advice, your age, how serious your condition is, and many other factors.</p>	<p><b>Are there other costs I should consider when comparing plans?</b></p> <p>✓ <b>Yes.</b> An important cost is the <b>premium</b> you pay. Generally, the lower your <b>premium</b>, the more you'll pay in out-of-pocket costs, such as <b>copayments</b>, <b>deductibles</b>, and <b>coinsurance</b>. You should also consider contributions to accounts such as health savings accounts (HSAs), flexible spending arrangements (FSAs) or health reimbursement accounts (HRAs) that help you pay out-of-pocket expenses.</p>
	<p><b>Does the Coverage Example predict my future expenses?</b></p> <p>✗ <b>No.</b> Coverage Examples are <b>not</b> cost estimators. You can't use the examples to estimate costs for an actual condition. They are for comparative purposes only. Your own costs will be different depending on the care you receive, the prices your <b>providers</b> charge, and the reimbursement your health plan allows.</p>	

**Questions:** Call 1-866-633-2446 or visit us at [welcometouhc.com](http://welcometouhc.com). If you aren't clear about any of the underlined terms used in this form, see the Glossary. You can view the Glossary at [cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf](http://cms.gov/CCIIO/Resources/Files/Downloads/uniform-glossary-final.pdf) or call the phone number above to request a copy.



## SUMMARY OF BENEFITS



Cigna Health and Life Insurance Co.  
 For - Chugach Government Solutions, LLC  
 PPO Plan

**Selection of a Primary Care Provider** - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.

**Direct Access to Obstetricians and Gynecologists** - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card.

Plan Highlights	In-Network	Out-of-Network
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Coinsurance</b>	Your plan pays 70%	Your plan pays 70%
<b>Maximum Reimbursable Charge</b>	Not Applicable	110%
<b>Calendar Year Deductible</b>	Individual: None Family: None	Individual: \$500 Family: \$1,000
<ul style="list-style-type: none"> <li>Only the amount you pay for in-network covered expenses counts toward your in-network deductible. The amount you pay for out-of-network covered expenses counts toward both your in-network and out-of-network deductibles.</li> <li>After each eligible family member meets his or her individual deductible, covered expenses for that family member will be paid based on the coinsurance level specified by the plan. Or, after the family deductible has been met, covered expenses for each eligible family member will be paid based on the coinsurance level specified by the plan.</li> </ul>		
Note: Services where plan deductible applies are noted with a caret (^)		



Plan Highlights	In-Network	Out-of-Network
<b>Calendar Year Out-of-Pocket Maximum</b>	Individual: \$1,000 Family: \$2,000	Individual: \$5,500 Family: \$11,000
<ul style="list-style-type: none"> <li>Only the amount you pay for in-network covered expenses counts toward your in-network out-of-pocket maximum. The amount you pay for out-of-network covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums.</li> <li>Plan deductible contributes towards your out-of-pocket maximum.</li> <li>All copays and benefit deductibles contribute towards your out-of-pocket maximum.</li> <li>Mental Health and Substance Use Disorder covered expenses contribute towards your out-of-pocket maximum.</li> <li>After each eligible family member meets his or her individual out-of-pocket maximum, the plan will pay 100% of their covered expenses. Or, after the family out-of-pocket maximum has been met, the plan will pay 100% of each eligible family member's covered expenses.</li> <li>This plan includes a combined Medical/Pharmacy out-of-pocket maximum.</li> <li>Retail and home delivery Pharmacy costs contribute to the combined Medical/Pharmacy out-of-pocket.</li> </ul>		
Benefit	In-Network	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (^)</b>		
<b>Physician Services</b>		
<b>Physician Office Visit</b>	\$20 Primary Care Physician (PCP) copay or \$20 Specialist copay	Your plan pays 70% ^
<ul style="list-style-type: none"> <li>All services including Lab &amp; X-ray</li> <li>Plan pays 100% after you pay copay</li> <li>Specialist copay applies to OB/GYN physician</li> </ul>		
<b>Surgery Performed in Physician's Office</b>	\$20 PCP or \$20 Specialist copay	Your plan pays 70% ^
<b>Allergy Treatment/Injections</b>	Your plan pays 100%	Your plan pays 70% ^
<b>Allergy Serum</b> Dispensed by the physician in the office	Your plan pays 100%	Your plan pays 70% ^
<b>Preventive Care</b>		
<b>Preventive Care</b>	Your plan pays 100%	Your plan pays 100%
<ul style="list-style-type: none"> <li>Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit.</li> </ul>		
<b>Immunizations</b>	Your plan pays 100%	Your plan pays 100%
<b>Mammogram, PAP, and PSA Tests</b>	Your plan pays 100%	Your plan pays 100%
<ul style="list-style-type: none"> <li>Coverage includes the associated Preventive Outpatient Professional Services.</li> <li>Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.</li> </ul>		
<b>Inpatient</b>		
<b>Inpatient Hospital Facility</b>	\$200 per admission copay, then your plan pays 100%	\$200 per admission deductible, then your plan pays 70% ^
<b>Semi-Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate <b>Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate <b>Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)):</b> In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate		

Benefit	In-Network	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (^)</b>		
<b>Inpatient Hospital Physician's Visit/Consultation</b>	Your plan pays 100%	Your plan pays 70% ^
<b>Inpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Your plan pays 100%	Your plan pays 70% ^
<b>Outpatient</b>		
<b>Outpatient Facility Services</b> <ul style="list-style-type: none"> <li>Non-surgical treatment procedures are not subject to the facility per visit copay/benefit deductible</li> </ul>	\$50 per facility visit copay, then your plan pays 100%	Your plan pays 70% ^
<b>Outpatient Professional Services</b> <ul style="list-style-type: none"> <li>For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Your plan pays 100%	Your plan pays 70% ^
<b>Short-Term Rehabilitation</b> Calendar Year Maximums: <ul style="list-style-type: none"> <li>Pulmonary Rehabilitation, Cognitive Therapy, Physical Therapy, Speech Therapy and Occupational Therapy – 60 days</li> <li>Cardiac Rehabilitation - 36 days</li> <li>Chiropractic Care - 20 days</li> </ul>	\$20 PCP or \$20 Specialist copay	Your plan pays 70% ^
Note: Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.		
<b>Other Health Care Facilities/Services</b>		
<b>Home Health Care</b> (includes outpatient private duty nursing subject to medical necessity) <ul style="list-style-type: none"> <li>120 days maximum per Calendar Year</li> <li>16 hour maximum per day</li> </ul>	Your plan pays 100%	Your plan pays 70% ^
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility</b> <ul style="list-style-type: none"> <li>60 days maximum per Calendar Year</li> </ul>	Your plan pays 100%	Your plan pays 70% ^
<b>Durable Medical Equipment</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Calendar Year</li> </ul>	Your plan pays 70%	Your plan pays 70% ^
<b>Breast Feeding Equipment and Supplies</b> <ul style="list-style-type: none"> <li>Limited to the rental of one breast pump per birth as ordered or prescribed by a physician.</li> <li>Includes related supplies</li> </ul>	Your plan pays 100%	Your plan pays 70% ^
<b>External Prosthetic Appliances (EPA)</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Calendar Year</li> </ul>	Your plan pays 70%	Your plan pays 70% ^
<b>Routine Foot Disorders</b>	Not Covered	Not Covered
Note: Services associated with foot care for diabetes and peripheral vascular disease are covered when medically necessary.		

## Place of Service - your plan pays based on where you receive services

Note: Services where plan deductible applies are noted with a caret (^)

Benefit	Physician's Office		Independent Lab		Emergency Room/ Urgent Care Facility		Outpatient Facility	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Lab and X-ray</b>	\$20 PCP or \$20 Specialist copay	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^	Plan pays 100%		Plan pays 70%	Plan pays 70% ^
<b>Advanced Radiology Imaging</b>	Plan pays 100%	Plan pays 70% ^	Not Applicable	Not Applicable	Plan pays 100%		Plan pays 70%	Plan pays 70% ^

Advanced Radiology Imaging (ARI) includes MRI, MRA, CAT Scan, PET Scan, etc...

Note: All lab and x-ray services, including ARI, provided at Inpatient Hospital are covered under Inpatient Hospital benefit

Benefit	Emergency Room / Urgent Care Facility		Outpatient Professional Services		*Ambulance	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Emergency Care</b>	\$25 per visit (copay waived if admitted)		Plan pays 100%		Plan pays 80%	
<b>Urgent Care</b>	\$20 per visit (copay waived if admitted)		Plan pays 100%		Not Applicable	

\*Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.

Benefit	Inpatient Hospital and Other Health Care Facilities		Outpatient Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Hospice</b>	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^
<b>Bereavement Counseling</b>	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^

Note: Services provided as part of Hospice Care Program

Note: Services where plan deductible applies are noted with a caret (^)

Benefit	Initial Visit to Confirm Pregnancy		Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)		Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)		Delivery - Facility (Inpatient Hospital, Birthing Center)	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Maternity</b>	\$20 PCP or \$20 Specialist copay	Plan pays 70% ^	Plan pays 70%	Plan pays 70% ^	\$20 PCP or \$20 Specialist copay	Plan pays 70% ^	Covered same as plan's Inpatient Hospital benefit	Covered same as plan's Inpatient Hospital benefit

Note: Services where plan deductible applies are noted with a caret (^)



Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Abortion</b> (Elective and non-elective procedures)	\$20 PCP or \$20 Specialist copay	Plan pays 70% ^	\$200 per admission copay, then plan pays 100%	\$200 per admission deductible, then plan pays 70% ^	\$50 per facility visit copay, then plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^
<b>Family Planning - Men's Services</b>	\$20 PCP or \$20 Specialist copay	Plan pays 70% ^	\$200 per admission copay, then plan pays 100%	\$200 per admission deductible, then plan pays 70% ^	\$50 per facility visit copay, then plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^
Includes surgical services, such as vasectomy (excludes reversals)										
<b>Family Planning - Women's Services</b>	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	\$200 per admission deductible, then plan pays 70% ^	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^
Includes surgical services, such as tubal ligation (excludes reversals) Contraceptive devices as ordered or prescribed by a physician.										
<b>Infertility</b> <b>Note:</b> Coverage will be provided for the treatment of an underlying medical condition up to the point an infertility condition is diagnosed. Services will be covered as any other illness.										
Note: Services where plan deductible applies are noted with a caret (^)										
Benefit	Inpatient Hospital Facility			Inpatient Professional Services						
	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network				
<b>Organ Transplants</b>	\$200 per admission copay	\$200 per admission copay, then plan pays 100%	\$200 per admission deductible, then plan pays 70% ^	Plan pays 100%	Plan pays 100%	Plan pays 70% ^				
<ul style="list-style-type: none"> <li>Travel Lifetime Maximum - Lifesource Facility: In-Network: \$10,000 maximum per Transplant per Lifetime</li> </ul>										
Note: Services where plan deductible applies are noted with a caret (^)										
Benefit	Inpatient		Outpatient - Physician's Office		Outpatient - All Other Services					
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network				
<b>Mental Health</b>	\$200 per admission copay, then plan pays 100%	\$200 per admission deductible, then plan pays 70% ^	\$20 copay	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^				

Benefit	Inpatient		Outpatient - Physician's Office		Outpatient – All Other Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Substance Use Disorder</b>	\$200 per admission copay, then plan pays 100%	\$200 per admission deductible, then plan pays 70% ^	\$20 copay	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^

Note: Services where plan deductible applies are noted with a caret (^)

**Note:** Detox is covered under medical

- Unlimited maximum per Calendar Year
- Services are paid at 100% after you reach your out-of-pocket maximum.
- Inpatient includes Residential Treatment.
- Outpatient includes partial hospitalization and individual, intensive outpatient and group therapy.

## Mental Health and Substance Use Disorder Services

### Mental Health/Substance Use Disorder Utilization Review, Case Management and Programs

Cigna Total Behavioral Health - Inpatient and Outpatient Management

- Inpatient utilization review and case management
- Outpatient utilization review and case management
- Partial Hospitalization
- Intensive outpatient programs
- Changing Lives by Integrating Mind and Body Program
- Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management.
- Narcotic Therapy Management
- Complex Psychiatric Case Management

Pharmacy	In-Network	Out-of-Network
<p><b>Cigna Pharmacy three-tier copay plan</b></p> <ul style="list-style-type: none"> <li>• Retail drugs may be obtained In-Network at a wide range of pharmacies across the nation.</li> <li>• When patient requests brand drug, patient pays the generic copay plus the cost difference between the brand and generic drugs up to the cost of the brand drug.</li> <li>• Your pharmacy benefits have a combined out-of-pocket maximum with the medical/behavioral benefits.</li> <li>• Self Administered injectable drugs - excludes infertility drugs</li> <li>• Oral contraceptives included</li> <li>• Includes oral contraceptives - with specific products covered 100%</li> <li>• Insulin, glucose test strips, lancets, insulin needles &amp; syringes, insulin pens and cartridges included</li> <li>• Specialty medications are limited to a 30-day supply</li> </ul>	<p><b>Retail</b> - 30 day supply  Generic: You pay \$5  Preferred Brand: You pay \$20  Non-Preferred Brand: You pay \$20</p> <p><b>Home delivery</b> - 90 day supply  Generic: You pay \$7  Preferred Brand: You pay \$30  Non-Preferred Brand: You pay \$30</p>	<p><b>Retail</b>  You pay 30%  Your plan pays 70%</p> <p><b>Home Delivery</b>  Not Covered</p>

1/1/2016

ASO

PPO - Copay - Tinker Union Base - 5076080. Version# 6

## Pharmacy Program Information

### Pharmacy Clinical Management and Prior Authorization

- Your plan is subject to refill-too-soon and other clinical edits as well as prior authorization requirements.
- Plan exclusion edits are always included.
- Additional clinical management - Basic package - provides a limited set of clinical edits such as prior authorization, age edits and quantity limits for a specific list of prescription medications.

### Prescription Drug List:

- Your Cigna Standard Prescription Drug List includes a full range of drugs including all those required under applicable health care laws. To check which drugs are included in your plan, please log on to myCigna.com.

### Specialty Pharmacy Management:

- Clinical Programs
  - Prior authorization is required on specialty medications but quantity limits may apply.
  - Theracare® Program
- Medication Access Option
  - Home Delivery Only (limited to 1 fill at Retail)

## Additional Information

### Case Management

Coordinated by Cigna HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.

### Maximum Reimbursable Charge

Out-of-Network services are subject to a Calendar Year deductible and maximum reimbursable charge limitations. Payments made to health care professionals not participating in Cigna's network are determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or a percentage (110%) of a fee schedule developed by Cigna that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. In some cases, the Medicare based fee schedule is not used, and the maximum reimbursable charge for covered services is determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or the amount charged for that service by 80% of the health care professionals in the geographic area where it is received. The health care professional may bill the customer the difference between the health care professional's normal charge and the Maximum Reimbursable Charge as determined by the benefit plan, in addition to applicable deductibles, co-payments and coinsurance.

### Multiple Surgical Reduction

Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.

### Pre-Certification - Continued Stay Review - PHS Inpatient - required for all inpatient admissions

In Network: Coordinated by your physician

Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- \$500 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to precertify admission.
- Benefits are denied for any admission reviewed by Cigna Healthcare and not certified.
- Benefits are denied for any additional days not certified by Cigna Healthcare.

**Pre-Existing Condition Limitation (PCL)** does not apply.

## Additional Information

### Your Health First - 200

Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:

- Condition Management
- Medication adherence
- Risk factor management
- Lifestyle issues
- Health & Wellness issues
- Pre/post-admission
- Treatment decision support
- Gaps in care

Holistic health support for the following chronic health conditions:

- Heart Disease
- Coronary Artery Disease
- Angina
- Congestive Heart Failure
- Acute Myocardial Infarction
- Peripheral Arterial Disease
- Asthma
- Chronic Obstructive Pulmonary Disease (Emphysema and Chronic Bronchitis)
- Diabetes Type 1
- Diabetes Type 2
- Metabolic Syndrome/Weight Complications
- Osteoarthritis
- Low Back Pain
- Anxiety
- Bipolar Disorder
- Depression

## Definitions

**Coinsurance** - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.

**Copay** - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

**Deductible** - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

**Out-of-Pocket Maximum** - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "Maximum Reimbursable Charges" or negotiated fees for covered services.

**Prescription Drug List** - The list of prescription brand and generic drugs covered by your pharmacy plan.

**Transition of Care** - Provides in-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.

## Exclusions

### What's Not Covered (not all-inclusive):

Your plan provides for most medically necessary services. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an Injury or Sickness which is due to war, declared, or undeclared, riot or insurrection.

## Exclusions

- Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan. For example, if Cigna determines that a provider is or has waived, reduced, or forgiven any portion of its charges and/or any portion of copayment, deductible, and/or coinsurance amount(s) you are required to pay for a Covered Service (as shown on the Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Service, or reduce the benefits in proportion to the amount of the copayment, deductible, and/or coinsurance amounts waived, forgiven or reduced, regardless of whether the provider represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a Non-Participating Provider who has agreed to charge you or charged you at an in-network benefits level or some other benefits level not otherwise applicable to the services received.
- Charges arising out of or related to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance use disorder or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:
  - o Not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed;
  - o Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
  - o The subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan; or
  - o The subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" section(s) of this plan.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance.
- The following services are excluded from coverage regardless of clinical indications: Macromastia or Gynecomastia Surgeries; Surgical treatment of varicose veins; Abdominoplasty; Panniculectomy; Rhinoplasty; Blepharoplasty; Redundant skin surgery; Removal of skin tags; Acupressure; Craniosacral/cranial therapy; Dance therapy, Movement therapy; Applied kinesiology; Rolfing; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Surgical or nonsurgical treatment of TMJ disorders.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- For medical and surgical services, initial and repeat, intended for the treatment or control of obesity including clinically severe (morbid) obesity, including: medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Physician or under medical supervision.
- Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- Infertility services including infertility drugs, surgical or medical treatment programs for infertility, including in vitro fertilization, gamete intrafallopian transfer

## Exclusions

(GIFT), zygote intrafallopian transfer (ZIFT), variations of these procedures, and any costs associated with the collection, washing, preparation or storage of sperm for artificial insemination (including donor fees). Cryopreservation of donor sperm and eggs are also excluded from coverage.

- Reversal of male or female voluntary sterilization procedures.
- Transsexual surgery including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
- Any medications, drugs, services or supplies for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasmia, and premature ejaculation.
- Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
- Nonmedical counseling or ancillary services, including but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other nonmedical ancillary services for learning disabilities, developmental delays, autism or intellectual disabilities.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
- Private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
- Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets, dentures and wigs.
- Hearing aids, including but not limited to semi-implantable hearing devices, audiant bone conductors and Bone Anchored Hearing Aids (BAHAs). A hearing aid is any device that amplifies sound.
- Aids or devices that assist with nonverbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
- Routine refractions, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- Treatment by acupuncture.
- All non-injectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, nonprescription drugs, and investigational and experimental drugs, except as provided in this plan.
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.

1/1/2016

ASO

PPO - Copay - Tinker Union Base - 5076080. Version# 6

## Exclusions

- Cosmetics, dietary supplements and health and beauty aids.
- All nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism.
- Medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a nonparticipating provider.
- Medical treatment when payment is denied by a Primary Plan because treatment was received from a nonparticipating provider.
- For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- Telephone, e-mail, and Internet consultations, and telemedicine.
- Massage therapy.

### **These are only the highlights**

This summary outlines the highlights of your plan. For a complete list of both covered and not covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence. This summary provides additional information not provided in the Summary of Benefits and Coverage document required by the Federal Government.

*All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Cigna Behavioral Health, Inc., Tel-Drug, Inc., Tel-Drug of Pennsylvania, L.L.C. and HMO or service company subsidiaries of Cigna Health Corporation. "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.*

EHB State: AK



## SUMMARY OF BENEFITS



Cigna Health and Life Insurance Co.  
 For - Chugach Government Solutions, LLC  
 PPO Plan

**Selection of a Primary Care Provider** - your plan may require or allow the designation of a primary care provider. You have the right to designate any primary care provider who participates in the network and who is available to accept you or your family members. If your plan requires designation of a primary care provider, Cigna may designate one for you until you make this designation. For information on how to select a primary care provider, and for a list of the participating primary care providers, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card. For children, you may designate a pediatrician as the primary care provider.

**Direct Access to Obstetricians and Gynecologists** - You do not need prior authorization from the plan or from any other person (including a primary care provider) in order to obtain access to obstetrical or gynecological care from a health care professional in our network who specializes in obstetrics or gynecology. The health care professional, however, may be required to comply with certain procedures, including obtaining prior authorization for certain services, following a pre-approved treatment plan, or procedures for making referrals. For a list of participating health care professionals who specialize in obstetrics or gynecology, visit [www.mycigna.com](http://www.mycigna.com) or contact customer service at the phone number listed on the back of your ID card.

Plan Highlights	In-Network	Out-of-Network
<b>Lifetime Maximum</b>	Unlimited	Unlimited
<b>Coinsurance</b>	Your plan pays 70%	Your plan pays 70%
<b>Maximum Reimbursable Charge</b>	Not Applicable	110%
<b>Calendar Year Deductible</b>	Individual: None Family: None	Individual: \$300 Family: \$600
<ul style="list-style-type: none"> <li>Only the amount you pay for in-network covered expenses counts toward your in-network deductible. The amount you pay for out-of-network covered expenses counts toward both your in-network and out-of-network deductibles.</li> <li>After each eligible family member meets his or her individual deductible, covered expenses for that family member will be paid based on the coinsurance level specified by the plan. Or, after the family deductible has been met, covered expenses for each eligible family member will be paid based on the coinsurance level specified by the plan.</li> </ul>		
<p>Note: Services where plan deductible applies are noted with a caret (^)</p>		





Plan Highlights		In-Network	Out-of-Network
<b>Calendar Year Out-of-Pocket Maximum</b>		Individual: \$650 Family: \$1,300	Individual: \$3,000 Family: \$6,000
<ul style="list-style-type: none"> <li>Only the amount you pay for in-network covered expenses counts toward your in-network out-of-pocket maximum. The amount you pay for out-of-network covered expenses counts toward both your in-network and out-of-network out-of-pocket maximums.</li> <li>Plan deductible contributes towards your out-of-pocket maximum.</li> <li>All copays and benefit deductibles contribute towards your out-of-pocket maximum.</li> <li>Mental Health and Substance Use Disorder covered expenses contribute towards your out-of-pocket maximum.</li> <li>After each eligible family member meets his or her individual out-of-pocket maximum, the plan will pay 100% of their covered expenses. Or, after the family out-of-pocket maximum has been met, the plan will pay 100% of each eligible family member's covered expenses.</li> <li>This plan includes a combined Medical/Pharmacy out-of-pocket maximum.</li> <li>Retail and home delivery Pharmacy costs contribute to the combined Medical/Pharmacy out-of-pocket.</li> </ul>			
Benefit	In-Network	Out-of-Network	
<b>Note: Services where plan deductible applies are noted with a caret (^)</b>			
<b>Physician Services</b>			
<b>Physician Office Visit</b>			
<ul style="list-style-type: none"> <li>All services including Lab &amp; X-ray</li> <li>Plan pays 100% after you pay copay</li> <li>Specialist copay applies to OB/GYN physician</li> </ul>	\$15 Primary Care Physician (PCP) copay or \$15 Specialist copay	Your plan pays 70% ^	
<b>Surgery Performed in Physician's Office</b>	\$15 PCP or \$15 Specialist copay	Your plan pays 70% ^	
<b>Allergy Treatment/Injections</b>	Your plan pays 100%	Your plan pays 70% ^	
<b>Allergy Serum</b> Dispensed by the physician in the office	Your plan pays 100%	Your plan pays 70% ^	
<b>Preventive Care</b>			
<b>Preventive Care</b>	Your plan pays 100%	Your plan pays 100%	
<ul style="list-style-type: none"> <li>Includes coverage of additional services, such as urinalysis, EKG, and other laboratory tests, supplementing the standard Preventive Care benefit.</li> </ul>			
<b>Immunizations</b>	Your plan pays 100%	Your plan pays 100%	
<b>Mammogram, PAP, and PSA Tests</b>	Your plan pays 100%	Your plan pays 100%	
<ul style="list-style-type: none"> <li>Coverage includes the associated Preventive Outpatient Professional Services.</li> <li>Diagnostic-related services are covered at the same level of benefits as other x-ray and lab services, based on place of service.</li> </ul>			

Benefit	In-Network	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (^)</b>		
<b>Inpatient</b>		
<b>Inpatient Hospital Facility</b>	\$0 per admission copay, then your plan pays 100%	\$0 per admission deductible, then your plan pays 70% ^
<b>Semi-Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate		
<b>Private Room:</b> In-Network: Limited to the semi-private negotiated rate / Out-of-Network: Limited to semi-private rate		
<b>Special Care Units (Intensive Care Unit (ICU), Critical Care Unit (CCU)):</b> In-Network: Limited to the negotiated rate / Out-of-Network: Limited to ICU/CCU daily room rate		
<b>Inpatient Hospital Physician's Visit/Consultation</b>	Your plan pays 100%	Your plan pays 70% ^
<b>Inpatient Professional Services</b> <ul style="list-style-type: none"> <li>• For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Your plan pays 100%	Your plan pays 70% ^
<b>Outpatient</b>		
<b>Outpatient Facility Services</b> <ul style="list-style-type: none"> <li>• Non-surgical treatment procedures are not subject to the facility per visit copay/benefit deductible</li> </ul>	\$50 per facility visit copay, then your plan pays 100%	\$0 per facility visit deductible, then your plan pays 70% ^
<b>Outpatient Professional Services</b> <ul style="list-style-type: none"> <li>• For services performed by Surgeons, Radiologists, Pathologists and Anesthesiologists</li> </ul>	Your plan pays 100%	Your plan pays 70% ^
<b>Short-Term Rehabilitation</b>	Your plan pays 70%	Your plan pays 70% ^
Calendar Year Maximums:		
<ul style="list-style-type: none"> <li>• Pulmonary Rehabilitation, Cognitive Therapy, Physical Therapy, Speech Therapy and Occupational Therapy – 60 days</li> <li>• Cardiac Rehabilitation - 36 days</li> <li>• Chiropractic Care - 20 days</li> </ul>		
Note: Therapy days, provided as part of an approved Home Health Care plan, accumulate to the applicable outpatient short term rehab therapy maximum.		
<b>Other Health Care Facilities/Services</b>		
<b>Home Health Care</b> (includes outpatient private duty nursing subject to medical necessity) <ul style="list-style-type: none"> <li>• 120 days maximum per Calendar Year</li> <li>• 16 hour maximum per day</li> </ul>	Your plan pays 100%	Your plan pays 70% ^
<b>Skilled Nursing Facility, Rehabilitation Hospital, Sub-Acute Facility</b> <ul style="list-style-type: none"> <li>• 60 days maximum per Calendar Year</li> </ul>	Your plan pays 100%	Your plan pays 70% ^
<b>Durable Medical Equipment</b> <ul style="list-style-type: none"> <li>• Unlimited maximum per Calendar Year</li> </ul>	Your plan pays 70%	Your plan pays 70% ^

Benefit	In-Network	Out-of-Network
<b>Note: Services where plan deductible applies are noted with a caret (^)</b>		
<b>Breast Feeding Equipment and Supplies</b> <ul style="list-style-type: none"> <li>Limited to the rental of one breast pump per birth as ordered or prescribed by a physician.</li> <li>Includes related supplies</li> </ul>	Your plan pays 100%	Your plan pays 70% ^
<b>External Prosthetic Appliances (EPA)</b> <ul style="list-style-type: none"> <li>Unlimited maximum per Calendar Year</li> </ul>	Your plan pays 70%	Your plan pays 70% ^
<b>Routine Foot Disorders</b>	Not Covered	Not Covered

Note: Services associated with foot care for diabetes and peripheral vascular disease are covered when medically necessary.

**Place of Service - your plan pays based on where you receive services**  
**Note: Services where plan deductible applies are noted with a caret (^)**

Benefit	Physician's Office		Independent Lab		Emergency Room/ Urgent Care Facility		Outpatient Facility	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Lab and X-ray</b>	\$15 PCP or \$15 Specialist copay	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^	Plan pays 100%		Plan pays 100%	Plan pays 70% ^
<b>Advanced Radiology Imaging</b>	Plan pays 100%	Plan pays 70% ^	Not Applicable	Not Applicable	Plan pays 100%		Plan pays 100%	Plan pays 70% ^

Advanced Radiology Imaging (ARI) includes MRI, MRA, CAT Scan, PET Scan, etc...

Note: All lab and x-ray services, including ARI, provided at Inpatient Hospital are covered under Inpatient Hospital benefit

Benefit	Emergency Room / Urgent Care Facility		Outpatient Professional Services		*Ambulance	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Emergency Care</b>	\$25 per visit (copay waived if admitted)		Plan pays 100%		Plan pays 80%	
<b>Urgent Care</b>	\$15 per visit (copay waived if admitted)		Plan pays 100%		Not Applicable	

\*Ambulance services used as non-emergency transportation (e.g., transportation from hospital back home) generally are not covered.

Benefit	Inpatient Hospital and Other Health Care Facilities		Outpatient Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Hospice</b>	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^
<b>Bereavement Counseling</b>	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^

Note: Services provided as part of Hospice Care Program

Note: Services where plan deductible applies are noted with a caret (^)

Benefit	Initial Visit to Confirm Pregnancy		Global Maternity Fee (All Subsequent Prenatal Visits, Postnatal Visits and Physician's Delivery Charges)		Office Visits in Addition to Global Maternity Fee (Performed by OB/GYN or Specialist)		Delivery - Facility (Inpatient Hospital, Birthing Center)	
	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network
<b>Maternity</b>	\$15 PCP or \$15 Specialist copay	Plan pays 70% ^	Plan pays 70%	Plan pays 70% ^	\$15 PCP or \$15 Specialist copay	Plan pays 70% ^	Covered same as plan's Inpatient Hospital benefit	Covered same as plan's Inpatient Hospital benefit

Note: Services where plan deductible applies are noted with a caret (^)

Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network	In-Network	Out-of- Network
<b>Abortion</b> (Elective and non-elective procedures)	\$15 PCP or \$15 Specialist copay	Plan pays 70% ^	\$0 per admission copay, then plan pays 100%	\$0 per admission deductible, then plan pays 70% ^	\$50 per facility visit copay, then plan pays 100%	\$0 per facility visit deductible, then plan pays 70%	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^
<b>Family Planning - Men's Services</b>	\$15 PCP or \$15 Specialist copay	Plan pays 70% ^	\$0 per admission copay, then plan pays 100%	\$0 per admission deductible, then plan pays 70% ^	\$50 per facility visit copay, then plan pays 100%	\$0 per facility visit deductible, then plan pays 70% ^	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^

Includes surgical services, such as vasectomy (excludes reversals)

<b>Family Planning - Women's Services</b>	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	\$0 per admission deductible, then plan pays 70% ^	Plan pays 100%	\$0 per facility visit deductible, then plan pays 70% ^	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^
---	-------------------	--------------------	-------------------	--	-------------------	---	-------------------	--------------------	-------------------	--------------------

Includes surgical services, such as tubal ligation (excludes reversals)

Contraceptive devices as ordered or prescribed by a physician.

**Infertility**  
**Note:** Coverage will be provided for the treatment of an underlying medical condition up to the point an infertility condition is diagnosed. Services will be covered as any other illness.

<b>TMJ, Surgical and Non- Surgical</b>	\$15 PCP or \$15 Specialist copay	Plan pays 70% ^	\$0 per admission copay, then plan pays 100%	\$0 per admission deductible, then plan pays 70% ^	\$50 per facility visit copay, then plan pays 100%	\$0 per facility visit deductible, then plan pays 70%	Plan pays 100%	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^
--	--	--------------------	--	--	--	---	-------------------	--------------------	-------------------	--------------------

Benefit	Physician's Office		Inpatient Facility		Outpatient Facility		Inpatient Professional Services		Outpatient Professional Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network

Services provided on a case-by-case basis. Always excludes appliances & orthodontic treatment. Subject to medical necessity.

Non-Surgical: \$2,000 maximum per lifetime

Note: Services where plan deductible applies are noted with a caret (^)

Benefit	Inpatient Hospital Facility			Inpatient Professional Services		
	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network	Lifesource Facility In-Network	Non-Lifesource Facility In-Network	Out-of-Network
<b>Organ Transplants</b>	\$0 per admission copay	\$0 per admission copay, then plan pays 100%	\$0 per admission deductible, then plan pays 70% ^	Plan pays 100%	Plan pays 100%	Plan pays 70% ^

- Travel Lifetime Maximum - Lifesource Facility: In-Network: \$10,000 maximum per Transplant per Lifetime

Note: Services where plan deductible applies are noted with a caret (^)

Benefit	Inpatient		Outpatient - Physician's Office		Outpatient – All Other Services	
	In-Network	Out-of-Network	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Mental Health</b>	\$0 per admission copay, then plan pays 100% ^	\$0 per admission deductible, then plan pays 70% ^	\$15 copay	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^
<b>Substance Use Disorder</b>	\$0 per admission copay, then plan pays 100%	\$0 per admission deductible, then plan pays 70% ^	\$15 copay	Plan pays 70% ^	Plan pays 100%	Plan pays 70% ^

Note: Services where plan deductible applies are noted with a caret (^)

**Note:** Detox is covered under medical

- Unlimited maximum per Calendar Year
- Services are paid at 100% after you reach your out-of-pocket maximum.
- Inpatient includes Residential Treatment.
- Outpatient includes partial hospitalization and individual, intensive outpatient and group therapy.

## Mental Health and Substance Use Disorder Services

### Mental Health/Substance Use Disorder Utilization Review, Case Management and Programs

Cigna Total Behavioral Health - Inpatient and Outpatient Management

- Inpatient utilization review and case management
- Outpatient utilization review and case management
- Partial Hospitalization
- Intensive outpatient programs
- Changing Lives by Integrating Mind and Body Program
- Lifestyle Management Programs: Stress Management, Tobacco Cessation and Weight Management.
- Narcotic Therapy Management
- Complex Psychiatric Case Management

### Pharmacy

### In-Network

### Out-of-Network

#### Cigna Pharmacy three-tier copay plan

- Retail drugs may be obtained In-Network at a wide range of pharmacies across the nation.
- When patient requests brand drug, patient pays the generic copay plus the cost difference between the brand and generic drugs up to the cost of the brand drug.
- Your pharmacy benefits have a combined out-of-pocket maximum with the medical/behavioral benefits.
- Self Administered injectable drugs - excludes infertility drugs
- Oral contraceptives included
- Includes oral contraceptives - with specific products covered 100%
- Insulin, glucose test strips, lancets, insulin needles & syringes, insulin pens and cartridges included
- Specialty medications are limited to a 30-day supply

#### Retail - 30 day supply

Generic: You pay \$5  
Preferred Brand: You pay \$20  
Non-Preferred Brand: You pay \$20

#### Home delivery - 90 day supply

Generic: You pay \$7  
Preferred Brand: You pay \$30  
Non-Preferred Brand: You pay \$30

#### Retail

You pay 30%  
Your plan pays 70%

#### Home Delivery

Not Covered

## Pharmacy Program Information

### Pharmacy Clinical Management and Prior Authorization

- Your plan is subject to refill-too-soon and other clinical edits as well as prior authorization requirements.
- Plan exclusion edits are always included.
- Additional clinical management - Basic package - provides a limited set of clinical edits such as prior authorization, age edits and quantity limits for a specific list of prescription medications.

### Prescription Drug List:

- Your Cigna Standard Prescription Drug List includes a full range of drugs including all those required under applicable health care laws. To check which drugs are included in your plan, please log on to myCigna.com.

## Pharmacy Program Information

### Specialty Pharmacy Management:

- Clinical Programs
  - Prior authorization is required on specialty medications but quantity limits may apply.
  - Theracare® Program
- Medication Access Option
  - Home Delivery Only (limited to 1 fill at Retail)

## Additional Information

### Case Management

Coordinated by Cigna HealthCare. This is a service designated to provide assistance to a patient who is at risk of developing medical complexities or for whom a health incident has precipitated a need for rehabilitation or additional health care support. The program strives to attain a balance between quality and cost effective care while maximizing the patient's quality of life.

### Maximum Reimbursable Charge

Out-of-Network services are subject to a Calendar Year deductible and maximum reimbursable charge limitations. Payments made to health care professionals not participating in Cigna's network are determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or a percentage (110%) of a fee schedule developed by Cigna that is based on a methodology similar to one used by Medicare to determine the allowable fee for the same or similar service in a geographic area. In some cases, the Medicare based fee schedule is not used, and the maximum reimbursable charge for covered services is determined based on the lesser of: the health care professional's normal charge for a similar service or supply, or the amount charged for that service by 80% of the health care professionals in the geographic area where it is received. The health care professional may bill the customer the difference between the health care professional's normal charge and the Maximum Reimbursable Charge as determined by the benefit plan, in addition to applicable deductibles, co-payments and coinsurance.

### Multiple Surgical Reduction

Multiple surgeries performed during one operating session result in payment reduction of 50% to the surgery of lesser charge. The most expensive procedure is paid as any other surgery.

### Pre-Certification - Continued Stay Review - PHS Inpatient - required for all inpatient admissions

In Network: Coordinated by your physician

Out-of-Network: Customer is responsible for contacting Cigna Healthcare. Subject to penalty/reduction or denial for non-compliance.

- \$500 penalty applied to hospital inpatient charges for failure to contact Cigna Healthcare to precertify admission.
- Benefits are denied for any admission reviewed by Cigna Healthcare and not certified.
- Benefits are denied for any additional days not certified by Cigna Healthcare.

**Pre-Existing Condition Limitation (PCL)** does not apply.



## Additional Information

### Your Health First - 200

Individuals with one or more of the chronic conditions, identified on the right, may be eligible to receive the following type of support:

- Condition Management
- Medication adherence
- Risk factor management
- Lifestyle issues
- Health & Wellness issues
- Pre/post-admission
- Treatment decision support
- Gaps in care

Holistic health support for the following chronic health conditions:

- Heart Disease
- Coronary Artery Disease
- Angina
- Congestive Heart Failure
- Acute Myocardial Infarction
- Peripheral Arterial Disease
- Asthma
- Chronic Obstructive Pulmonary Disease (Emphysema and Chronic Bronchitis)
- Diabetes Type 1
- Diabetes Type 2
- Metabolic Syndrome/Weight Complications
- Osteoarthritis
- Low Back Pain
- Anxiety
- Bipolar Disorder
- Depression

## Definitions

**Coinsurance** - After you've reached your deductible, you and your plan share some of your medical costs. The portion of covered expenses you are responsible for is called Coinsurance.

**Copay** - A flat fee you pay for certain covered services such as doctor's visits or prescriptions.

**Deductible** - A flat dollar amount you must pay out of your own pocket before your plan begins to pay for covered services.

**Out-of-Pocket Maximum** - Specific limits for the total amount you will pay out of your own pocket before your plan coinsurance percentage no longer applies. Once you meet these maximums, your plan then pays 100 percent of the "Maximum Reimbursable Charges" or negotiated fees for covered services.

**Prescription Drug List** - The list of prescription brand and generic drugs covered by your pharmacy plan.

**Transition of Care** - Provides in-network health coverage to new customers when the customer's doctor is not part of the Cigna network and there are approved clinical reasons why the customer should continue to see the same doctor.

## Exclusions

### What's Not Covered (not all-inclusive):

Your plan provides for most medically necessary services. The complete list of exclusions is provided in your Certificate or Summary Plan Description. To the extent there may be differences, the terms of the Certificate or Summary Plan Description control. Examples of things your plan does not cover, unless required by law or covered under the pharmacy benefit, include (but aren't limited to):

- Care for health conditions that are required by state or local law to be treated in a public facility.
- Care required by state or federal law to be supplied by a public school system or school district.
- Care for military service disabilities treatable through governmental services if you are legally entitled to such treatment and facilities are reasonably available.
- Treatment of an Injury or Sickness which is due to war, declared, or undeclared, riot or insurrection.

1/1/2016

ASO

PPO - Copay - Tinker Union Buy-Up - 5076120. Version# 6



## Exclusions

- Charges which you are not obligated to pay or for which you are not billed or for which you would not have been billed except that they were covered under this plan. For example, if Cigna determines that a provider is or has waived, reduced, or forgiven any portion of its charges and/or any portion of copayment, deductible, and/or coinsurance amount(s) you are required to pay for a Covered Service (as shown on the Schedule) without Cigna's express consent, then Cigna in its sole discretion shall have the right to deny the payment of benefits in connection with the Covered Service, or reduce the benefits in proportion to the amount of the copayment, deductible, and/or coinsurance amounts waived, forgiven or reduced, regardless of whether the provider represents that you remain responsible for any amounts that your plan does not cover. In the exercise of that discretion, Cigna shall have the right to require you to provide proof sufficient to Cigna that you have made your required cost share payment(s) prior to the payment of any benefits by Cigna. This exclusion includes, but is not limited to, charges of a Non-Participating Provider who has agreed to charge you or charged you at an in-network benefits level or some other benefits level not otherwise applicable to the services received.
- Charges arising out of or related to any violation of a healthcare-related state or federal law or which themselves are a violation of a healthcare-related state or federal law.
- Assistance in the activities of daily living, including but not limited to eating, bathing, dressing or other Custodial Services or self-care activities, homemaker services and services primarily for rest, domiciliary or convalescent care.
- For or in connection with experimental, investigational or unproven services.
- Experimental, investigational and unproven services are medical, surgical, diagnostic, psychiatric, substance use disorder or other health care technologies, supplies, treatments, procedures, drug therapies or devices that are determined by the utilization review Physician to be:
  - o Not demonstrated, through existing peer-reviewed, evidence-based, scientific literature to be safe and effective for treating or diagnosing the condition or sickness for which its use is proposed;
  - o Not approved by the U.S. Food and Drug Administration (FDA) or other appropriate regulatory agency to be lawfully marketed for the proposed use;
  - o The subject of review or approval by an Institutional Review Board for the proposed use except as provided in the "Clinical Trials" section of this plan; or
  - o The subject of an ongoing phase I, II or III clinical trial, except for routine patient care costs related to qualified clinical trials as provided in the "Clinical Trials" section(s) of this plan.
- Cosmetic surgery and therapies. Cosmetic surgery or therapy is defined as surgery or therapy performed to improve or alter appearance.
- The following services are excluded from coverage regardless of clinical indications: Macromastia or Gynecomastia Surgeries; Surgical treatment of varicose veins; Abdominoplasty; Panniculectomy; Rhinoplasty; Blepharoplasty; Redundant skin surgery; Removal of skin tags; Acupressure; Craniosacral/cranial therapy; Dance therapy, Movement therapy; Applied kinesiology; Rolfing; Prolotherapy; and Extracorporeal shock wave lithotripsy (ESWL) for musculoskeletal and orthopedic conditions.
- Dental treatment of the teeth, gums or structures directly supporting the teeth, including dental X-rays, examinations, repairs, orthodontics, periodontics, casts, splints and services for dental malocclusion, for any condition. Charges made for services or supplies provided for or in connection with an accidental injury to sound natural teeth are covered provided a continuous course of dental treatment is started within six months of an accident. Sound natural teeth are defined as natural teeth that are free of active clinical decay, have at least 50% bony support and are functional in the arch.
- For medical and surgical services, initial and repeat, intended for the treatment or control of obesity including clinically severe (morbid) obesity, including: medical and surgical services to alter appearances or physical changes that are the result of any surgery performed for the management of obesity or clinically severe (morbid) obesity; and weight loss programs or treatments, whether prescribed or recommended by a Physician or under medical supervision.
- Unless otherwise covered in this plan, for reports, evaluations, physical examinations, or hospitalization not required for health reasons including, but not limited to, employment, insurance or government licenses, and court-ordered, forensic or custodial evaluations.
- Court-ordered treatment or hospitalization, unless such treatment is prescribed by a Physician and listed as covered in this plan.
- Infertility services including infertility drugs, surgical or medical treatment programs for infertility, including in vitro fertilization, gamete intrafallopian transfer (GIFT), zygote intrafallopian transfer (ZIFT), variations of these procedures, and any costs associated with the collection, washing, preparation or storage of

## Exclusions

sperm for artificial insemination (including donor fees). Cryopreservation of donor sperm and eggs are also excluded from coverage.

- Reversal of male or female voluntary sterilization procedures.
- Transsexual surgery including medical or psychological counseling and hormonal therapy in preparation for, or subsequent to, any such surgery.
- Any medications, drugs, services or supplies for the treatment of male or female sexual dysfunction such as, but not limited to, treatment of erectile dysfunction (including penile implants), anorgasmia, and premature ejaculation.
- Medical and Hospital care and costs for the infant child of a Dependent, unless this infant child is otherwise eligible under this plan.
- Nonmedical counseling or ancillary services, including but not limited to Custodial Services, education, training, vocational rehabilitation, behavioral training, biofeedback, neurofeedback, hypnosis, sleep therapy, employment counseling, back school, return to work services, work hardening programs, driving safety, and services, training, educational therapy or other nonmedical ancillary services for learning disabilities, developmental delays, autism or intellectual disabilities.
- Therapy or treatment intended primarily to improve or maintain general physical condition or for the purpose of enhancing job, school, athletic or recreational performance, including but not limited to routine, long term, or maintenance care which is provided after the resolution of the acute medical problem and when significant therapeutic improvement is not expected.
- Consumable medical supplies other than ostomy supplies and urinary catheters. Excluded supplies include, but are not limited to bandages and other disposable medical supplies, skin preparations and test strips, except as specified in the "Home Health Services" or "Breast Reconstruction and Breast Prostheses" sections of this plan.
- Private Hospital rooms and/or private duty nursing except as provided under the Home Health Services provision.
- Personal or comfort items such as personal care kits provided on admission to a Hospital, television, telephone, newborn infant photographs, complimentary meals, birth announcements, and other articles which are not for the specific treatment of an Injury or Sickness.
- Artificial aids including, but not limited to, corrective orthopedic shoes, arch supports, elastic stockings, garter belts, corsets, dentures and wigs.
- Hearing aids, including but not limited to semi-implantable hearing devices, audiant bone conductors and Bone Anchored Hearing Aids (BAHAs). A hearing aid is any device that amplifies sound.
- Aids or devices that assist with nonverbal communications, including but not limited to communication boards, prerecorded speech devices, laptop computers, desktop computers, Personal Digital Assistants (PDAs), Braille typewriters, visual alert systems for the deaf and memory books.
- Eyeglass lenses and frames and contact lenses (except for the first pair of contact lenses for treatment of keratoconus or post cataract surgery).
- Routine refractions, eye exercises and surgical treatment for the correction of a refractive error, including radial keratotomy.
- Treatment by acupuncture.
- All non-injectable prescription drugs, injectable prescription drugs that do not require Physician supervision and are typically considered self-administered drugs, nonprescription drugs, and investigational and experimental drugs, except as provided in this plan.
- Routine foot care, including the paring and removing of corns and calluses or trimming of nails. However, services associated with foot care for diabetes and peripheral vascular disease are covered when Medically Necessary.
- Membership costs or fees associated with health clubs, weight loss programs and smoking cessation programs.
- Genetic screening or pre-implantations genetic screening. General population-based genetic screening is a testing method performed in the absence of any symptoms or any significant, proven risk factors for genetically linked inheritable disease.
- Dental implants for any condition.
- Fees associated with the collection or donation of blood or blood products, except for autologous donation in anticipation of scheduled services where in the utilization review Physician's opinion the likelihood of excess blood loss is such that transfusion is an expected adjunct to surgery.
- Blood administration for the purpose of general improvement in physical condition.
- Cost of biologicals that are immunizations or medications for the purpose of travel, or to protect against occupational hazards and risks.

1/1/2016

ASO

PPO - Copay - Tinker Union Buy-Up - 5076120. Version# 6

## Exclusions

- Cosmetics, dietary supplements and health and beauty aids.
- All nutritional supplements and formulae except for infant formula needed for the treatment of inborn errors of metabolism.
- Medical treatment for a person age 65 or older, who is covered under this plan as a retiree, or their Dependent, when payment is denied by the Medicare plan because treatment was received from a nonparticipating provider.
- Medical treatment when payment is denied by a Primary Plan because treatment was received from a nonparticipating provider.
- For or in connection with an Injury or Sickness arising out of, or in the course of, any employment for wage or profit.
- Telephone, e-mail, and Internet consultations, and telemedicine.
- Massage therapy.

### **These are only the highlights**

This summary outlines the highlights of your plan. For a complete list of both covered and not covered services, including benefits required by your state, see your employer's insurance certificate or summary plan description -- the official plan documents. If there are any differences between this summary and the plan documents, the information in the plan documents takes precedence. This summary provides additional information not provided in the Summary of Benefits and Coverage document required by the Federal Government.

*All Cigna products and services are provided exclusively by or through operating subsidiaries of Cigna Corporation, including Cigna Health and Life Insurance Company, Connecticut General Life Insurance Company, Cigna Behavioral Health, Inc., Tel-Drug, Inc., Tel-Drug of Pennsylvania, L.L.C. and HMO or service company subsidiaries of Cigna Health Corporation. "Cigna Home Delivery Pharmacy" refers to Tel-Drug, Inc. and Tel-Drug of Pennsylvania, L.L.C. The Cigna name, logo, and other Cigna marks are owned by Cigna Intellectual Property, Inc.*

EHB State: AK

**CHUGACH ALASKA CORPORATION**  
**Tinker AFB Contract Union Employees - 2016 Plan Cost Exhibit**

	<b>BI-WEEKLY PLAN COST</b>					<b>MONTHLY PLAN COST</b>				
<b><u>MEDICAL - CORE PLAN</u></b>	<b><u>Total Plan Cost</u></b>	<b><u>Employer Cost Share</u></b>	<b><u>%</u></b>	<b><u>Employee Cost Share</u></b>	<b><u>%</u></b>	<b><u>Total Plan Cost</u></b>	<b><u>Employer Cost Share</u></b>	<b><u>%</u></b>	<b><u>Employee Cost Share</u></b>	<b><u>%</u></b>
Employee Only	\$366.22	\$329.60	90%	\$36.62	10%	\$793.48	\$714.13	90%	\$79.35	10%
Employee & One Dependent	\$834.50	\$751.05	90%	\$83.45	10%	\$1,808.05	\$1,627.26	90%	\$180.81	10%
Employee & Family	\$1,253.75	\$1,128.37	90%	\$125.38	10%	\$2,716.44	\$2,444.80	90%	\$271.64	10%
<b><u>MEDICAL - ENHANCED PLAN</u></b>	<b><u>Total Plan Cost</u></b>	<b><u>Employer Cost Share</u></b>	<b><u>%</u></b>	<b><u>Employee Cost Share</u></b>	<b><u>%</u></b>	<b><u>Total Plan Cost</u></b>	<b><u>Employer Cost Share</u></b>	<b><u>%</u></b>	<b><u>Employee Cost Share</u></b>	<b><u>%</u></b>
Employee Only	\$497.07	\$397.66	80%	\$99.41	20%	\$1,076.99	\$861.59	80%	\$215.40	20%
Employee & One Dependent	\$1,122.86	\$898.28	80%	\$224.58	20%	\$2,432.86	\$1,946.29	80%	\$486.57	20%
Employee & Family	\$1,637.47	\$1,309.97	80%	\$327.50	20%	\$3,547.85	\$2,838.28	80%	\$709.57	20%
<b><u>DENTAL - CORE PLAN</u></b>	<b><u>Total Plan Cost</u></b>	<b><u>Employer Cost Share</u></b>	<b><u>%</u></b>	<b><u>Employee Cost Share</u></b>	<b><u>%</u></b>	<b><u>Total Plan Cost</u></b>	<b><u>Employer Cost Share</u></b>	<b><u>%</u></b>	<b><u>Employee Cost Share</u></b>	<b><u>%</u></b>
Employee Only	\$24.23	\$21.81	90%	\$2.42	10%	\$52.50	\$47.25	90%	\$5.25	10%
Employee & One Dependent	\$46.86	\$42.18	90%	\$4.68	10%	\$101.53	\$91.38	90%	\$10.15	10%
Employee & Family	\$69.51	\$62.56	90%	\$6.95	10%	\$150.61	\$135.55	90%	\$15.06	10%
<b><u>DENTAL - ENHANCED PLAN</u></b>	<b><u>Total Plan Cost</u></b>	<b><u>Employer Cost Share</u></b>	<b><u>%</u></b>	<b><u>Employee Cost Share</u></b>	<b><u>%</u></b>	<b><u>Total Plan Cost</u></b>	<b><u>Employer Cost Share</u></b>	<b><u>%</u></b>	<b><u>Employee Cost Share</u></b>	<b><u>%</u></b>
Employee Only	\$29.07	\$23.26	80%	\$5.81	20%	\$62.99	\$50.39	80%	\$12.60	20%
Employee & One Dependent	\$56.23	\$44.99	80%	\$11.24	20%	\$121.83	\$97.46	80%	\$24.37	20%
Employee & Family	\$83.41	\$66.73	80%	\$16.68	20%	\$180.72	\$144.58	80%	\$36.14	20%
<b><u>VISION PLAN</u></b>	<b><u>Total Plan Cost</u></b>	<b><u>Employer Cost Share</u></b>	<b><u>%</u></b>	<b><u>Employee Cost Share</u></b>	<b><u>%</u></b>	<b><u>Total Plan Cost</u></b>	<b><u>Employer Cost Share</u></b>	<b><u>%</u></b>	<b><u>Employee Cost Share</u></b>	<b><u>%</u></b>
Employee Only	\$7.32	\$5.86	80%	\$1.46	20%	\$15.88	\$12.70	80%	\$3.18	20%
Employee & One Dependent	\$13.64	\$10.91	80%	\$2.73	20%	\$29.55	\$23.64	80%	\$5.91	20%
Employee & Family	\$19.92	\$15.94	80%	\$3.98	20%	\$43.16	\$34.53	80%	\$8.63	20%
<b><u>CORE BENEFITS</u></b>	<b><u>Total Plan Cost</u></b>	<b><u>Employer Cost Share</u></b>	<b><u>%</u></b>	<b><u>Employee Cost Share</u></b>	<b><u>%</u></b>	<b><u>Total Plan Cost</u></b>	<b><u>Employer Cost Share</u></b>	<b><u>%</u></b>	<b><u>Employee Cost Share</u></b>	<b><u>%</u></b>
Employee Only	\$47.52	\$47.52	100%	\$0.00	0%	\$102.94	\$102.94	100%	\$0.00	0%
Employee & One Dependent	\$47.52	\$47.52	100%	\$0.00	0%	\$102.94	\$102.94	100%	\$0.00	0%
Employee & Family	\$47.52	\$47.52	100%	\$0.00	0%	\$102.94	\$102.94	100%	\$0.00	0%
<i>(Core Benefits is applicable to all employees)</i>										

